

# EXHIBIT 5



Hello Filippo Ferrigni!

Issued: Nov 12, 2018

# Your trip confirmation and receipt

Record locator: **NNHZDZ**

Manage Your Trip

Tuesday, April 2, 2019

STL <b>5:52</b> AM St Louis American Airlines 944	→	MIA <b>9:40</b> AM Miami	Seats: 22C , 22D Class: Economy (G) Meals: Food For Purchase
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MIA <b>11:45</b> AM Miami American Airlines 318	→	SKB <b>2:48</b> PM St Kitts	Seats: 23C , 23D Class: Economy (G) Meals: Food For Purchase
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Free entertainment with the American app »

Ferrign 000001

Tuesday, April 9, 2019

SKB	→	MIA	Seats: 22C , 22D
<b>3:40 PM</b>		<b>7:08 PM</b>	Class: Economy (G)
St Kitts		Miami	Meals: Food For Purchase
American Airlines 318			

Wednesday, April 10, 2019

MIA	→	STL	Seats: 17C , 17D
<b>8:30 AM</b>		<b>10:17 AM</b>	Class: Economy (G)
Miami		St Louis	Meals: Food For Purchase
American Airlines 4408			
OPERATED BY REPUBLIC AIRLINES AS AMERICAN EAGLE.			

Filippo Ferrigni

AAdvantage # 5R2W136

Ticket # 0012320799432

Margaret Ferrigni

AAdvantage # 3P54D82

Ticket # 0012320799433

## Your trip receipt



Master Card XXXXXXXXXXXXXXX5744

### **Filippo Ferrigni**

FARE-USD	\$ 782.00
TAXES AND CARRIER-IMPOSED FEES	\$ 142.54
<b>TICKET TOTAL</b>	<b>\$ 924.54</b>

### **Margaret Ferrigni**

FARE-USD	\$ 782.00
TAXES AND CARRIER-IMPOSED FEES	\$ 142.54

Ferrign 000002

# EXHIBIT 6

## CITI / AADVANTAGE PLATINUM SELECT CARD



FILIPPO J FERRIGNI

Member Since 2014 Account number ending in: [REDACTED]  
 Billing Period: 03/27/19-04/24/19

www.citilcards.com

Customer Service 1-888-766-CITI(2484)

TTY-hearing-impaired services only 1-800-325-2865  
 BOX 6500 SIOUX FALLS, SD 57117

## APRIL STATEMENT

Minimum payment due:

New balance as of 04/24/19:

Payment due date:

05/22/19

To avoid paying interest on purchases, you should pay \$242.66 by the due date.

**Late Payment Warning:** If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$37 and your APRs may be increased up to the Penalty APR of 29.99%.

For information about credit counseling services, call 1-877-337-8187.

Your next AutoPay payment of \$242.66 will be deducted from your bank account on 05/22/2019. Please note that the next AutoPay payment may be reduced if you have made additional payments or received any credits during the current billing cycle.

## Account Summary

Previous balance

Payments

Credits

Purchases

Cash advances

Fees

Interest

New balance

## Credit Limit

Revolving Credit limit

Includes \$6,600 cash advance limit

Available Revolving credit

Includes \$6,600 available for cash advances

AMERICAN AIRLINES  
 AADVANTAGE® MILES

AAdvantage® Miles

Earned this period:

**288**

» See page 2 for more information  
 about your rewards

For Payments, send check to: CITI CARDS, PO BOX 78045, Phoenix, AZ, 85062-8045



Your Account is  
 enrolled in AutoPay.

P.O. Box 6004  
 Sioux Falls, SD 57117-6004

Your Monthly Statement  
 is Enclosed

Minimum payment due

New balance

Payment due date

05/22/19

Amount enclosed: \$

Account number ending in [REDACTED]

Please make check payable to CITI CARDS.

FILIPPO J FERRIGNI

CITI CARDS  
 PO BOX 78045  
 Phoenix, AZ 85062-8045

TTY-hearing-impaired services only 1-800-325-2865

**FILIPPO J FERRIGNI**

## Account Summary

Trans. date	Post date	Description	Amount
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### Standard Purchases

04/02	04/02	AMERICAN0010286162830	ST LOUIS	MO	\$30.00
NAME: FERRIGNI/MARGAR					
DEPART: 04/02/19					
EBC TO FEE : AA: CLASS: Y : STOP: O					
04/02	04/02	AMERICAN0010286162815	ST LOUIS	MO	\$30.00
NAME: FERRIGNI/FILIPP					
DEPART: 04/02/19					
EBC TO FEE : AA: CLASS: Y : STOP: O					
04/10	04/10	AMERICAN0010286906292	MIAMI	FL	\$30.00
NAME: FERRIGNI/FILIPP					
DEPART: 04/10/19					
EBC TO FEE : AA: CLASS: Y : STOP: O					
04/10	04/10	AMERICAN0010286906294	MIAMI	FL	\$30.00
NAME: FERRIGNI/MARGAR					
DEPART: 04/10/19					
EBC TO FEE : AA: CLASS: Y : STOP: O					

### Fees charged

[illegible]

**Interest charged**

**Total interest charged in this billing period****2019 totals year-to-date**

Total fees charged in 2019	
Total interest charged in 2019	

### Interest charge calculation

**Days in billing cycle: 29**

**Your Annual Percentage Rate (APR) is the annual interest rate on your account.**

Balance type	Annual percentage rate (APR)	Balance subject to interest rate	Interest charge
<b>PURCHASES</b>			
Standard Purch	16.24% (V)		
<b>ADVANCES</b>			
Standard Adv	27.49% (V)		

Your Annual Percentage Rate (APR) is the annual interest rate on your account. APRs followed by (V) may vary. Balances followed by (D) are determined by the daily balance method (including current transactions).

## Account messages

### Important Information

**Important Information**  
As a reminder, please refer to the back of your statement for details on how to avoid paying interest on purchases.  
Please contact Customer Service if you have any questions.

**AADVANTAGE®  
MILES EARNED  
THIS PERIOD:**



288

Purchase	144
Bonus	144
<b>Accumulated This Period</b>	<b>288</b>

» Visit [aa.com/aadvantage](http://aa.com/aadvantage) to redeem miles and book flights

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**www.citibank.com**

**Customer Service 1-888-766-CITI(2484)**

**Page 3 of 3**

**FILIPPO J FERRIGNI**

**TTY-hearing-impaired services only 1-800-325-2885**

Please note that if we received your pay by phone or online payment between 5 p.m. ET and midnight ET on the last day of your billing period, your payment will not be reflected until your next statement.

Remember, any charges above your revolving credit limit **MUST BE PAID IN FULL** by your statement's payment due date.

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# EXHIBIT 7

**To contact us regarding your account:**

**Call Customer Service:**  
In U.S.: 1-800-338-5980  
Spanish: 1-888-448-3308  
TTY: 1-800-955-8080  
Pay by phone: 1-800-436-7958  
Outside U.S. call collect  
1-847-888-6600



**Send Inquiries to:**  
P.O. Box 15298  
Wilmington, DE 19850-5298



**Mail Payments to:**  
P.O. Box 6294  
Carol Stream, IL 60197-6294



**Visit Our Website:**  
[www.chase.com/mariott](http://www.chase.com/mariott)

**Information About Your Account**

**Making Your Payments:** The amount of your payment should be at least your minimum payment due, payable in U.S. dollars and drawn on or payable through a U.S. financial institution or the U.S. branch of a foreign financial institution. You can pay down balances faster by paying more than the minimum payment or the total unpaid balance on your account.

You may make payments electronically through our website or by one of our customer service phone numbers above. In using any of these channels, you are authorizing us to withdraw funds as a one-time electronic funds transfer from your bank account. In our automated phone system, this authorization is provided via entry of a personal identification number. You may revoke this authorization by canceling your payment through our website or customer service telephone numbers prior to the payment processing. If we receive your completed payment request through one of these channels by 11:59 p.m. Eastern Time, we will credit your payment as of that day. If we receive your request after 11:59 p.m. Eastern Time, we will credit your payment as of the next calendar day. If you specify a future date for your request we will credit your payment as of that day.

If you pay by regular U.S. mail to the Payments address shown on this statement, write your account number on your check or money order and include the payment coupon in the envelope. Do not send more than one payment or coupon per envelope. Do not staple, clip or tape the documents. Do not include correspondence. Do not send cash. If we receive your properly prepared payment on any day by 5 p.m. local time at our Payments address on this statement, we will credit to your account that day. If your payment is received after 5 p.m. local time at our Payments address on this statement, we will credit it to your account as of the next calendar day.

For all other payments or for any payment type above for which you do not follow our payment instructions, crediting of your payments may be delayed for up to 5 days.

**Account Information Reported To Credit Bureaus:** We may report information about your Account to credit bureaus. Late payments, missed payments or other defaults on your Account may be reflected in your credit report. If you think we have reported inaccurate information to a credit bureau, you may write to us at the Inquiries address shown on this statement.

**To Service And Manage Any Of Your Account(s):** When you give us your mobile phone number, we have your permission to contact you at that number about all your Chase or J.P. Morgan accounts. Your consent allows us to use text messaging, artificial or prerecorded voice messages and automatic dialing technology for informational and account service calls, but not for telemarketing or sales calls. If we include contact from companies working on our behalf to service your accounts, message and data rates may apply. You may contact us anytime to change these preferences.

**Notice About Electronic Check Conversion:** When you pay by check, you authorize us either to use information from your check to make a one-time electronic funds transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic funds transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. Call the Customer Service number on this statement if you have questions about electronic check collection or do not want your payments collected electronically.

**Conditional Payments:** Any payment check or other form of payment that you send us for less than the full balance due that is marked "paid in full" or contains a similar notation, or that you otherwise tender in full satisfaction of a disputed amount, must be sent to Card Services, P.O. Box 15249, Wilmington, DE 19850-5249. We reserve all our rights regarding these payments (e.g., if it is determined there is no valid dispute or if any such check is received at any other address, we may accept the check and you will still owe any remaining balance). We may refuse to accept any such payment by returning it to you, not cashing it or destroying it. All other payments that you make should be sent to the regular Payment address shown on this statement.

**Annual Renewal Notice:** If your Account Agreement has an annual membership fee, you are responsible for it every year your Account is open. We will add your annual membership fee to your monthly billing statement once a year, whether or not you use your account. Your annual membership fee will be added to your purchase balance and may incur interest. The annual membership fee is non-refundable unless you notify us that you wish to close your account within 30 days of one billing cycle (whichever is less) after we provide the statement on which the annual membership fee is billed. Your payment of the annual membership fee does not affect our right to close your Account and to link your right to make transactions on your Account. If your Account is closed by you or us, the annual membership fee will no longer be billed to your Account.

**Calculation Of Balance Subject To Interest Rate:** To figure your periodic interest charges for each billing cycle when a daily periodic rate(s) applies, we use the daily balance method (including new transactions). To figure your periodic interest charges for each billing cycle when a monthly periodic rate(s) applies, we use the average daily balance method (including new transactions). For an explanation of either method, or questions about a particular interest charge calculation on your statement, please call us at the toll free customer service phone number listed above.

We calculate periodic interest charges separately for each feature (for example, purchases, balance transfers, cash advances or overdraft advances). These calculations may combine different categories with the same periodic rates. Variable rates will vary with the market based on the Prime Rate or such index described in your Account Agreement. There is a transaction fee for each balance transfer,

cash advance, or check transaction in the amount stated in your Account Agreement. There is a foreign transaction fee of 3% of the U.S. dollar amount of any foreign transaction for some accounts. Please see your Account Agreement for information about these fees.

We add transactions and fees to your daily balance no earlier than:

1. the date of the transaction – for new purchases, balance transfers, overdraft advances or cash advances;
2. the date the payee deposits the check – for new cash advance checks or balance transfer checks;
3. the date of a related transaction, the date they are posted to your account, or the last day of the billing cycle, whichever we may choose – for fees

**How To Avoid Paying Interest On Purchases:** Your due date will be a minimum of 21 days after the close of each billing cycle. If you pay your account in full each billing period by the date and time due, no interest is charged on new purchases month to month. Also, we will not impose interest charges on any portion of a purchase balance you repay while that balance is subject to an interest-free period. Subject to any interest-free period for new purchases, we will begin charging interest from the date a transaction (including any balance transfer, cash advance or overdraft advance), fee or interest charge is added to your daily balance until your account is paid in full. Because we apply payments in excess of your minimum payment first to higher rate balances, you may not be able to avoid interest charges on new purchases if you have another balance at a higher interest rate unless you pay your balance in full each month.

**Credit Limit:** If you want to inquire about your options to help prevent your account from exceeding your credit limit, please call the number on the back of your card.

**What To Do If You Think You Find A Mistake On Your Statement:** If you think there is an error on your statement, write to us on a separate sheet at Customer Service, P.O. Box 15299, Wilmington, DE 19850-5299. You may also contact us on the web at [chase.com](http://chase.com).

In your letter, give us the following information:

- Account information: Your name and Account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors in writing or on the web at [chase.com](http://chase.com). You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

**Your Rights If You Are Dissatisfied With Your Credit Card Purchases:** If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card Account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at Customer Service, P.O. Box 15299, Wilmington, DE 19850-5299 or on the web at [chase.com](http://chase.com).

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.



MA10172018

To make changes and manage your account, including changes of address, visit **Chase.com/cardhelp** or call the Customer Service telephone number which appears on your account statement.



Manage your account online:  
www.chase.com/marriott

Customer Service:  
1-800-338-6960

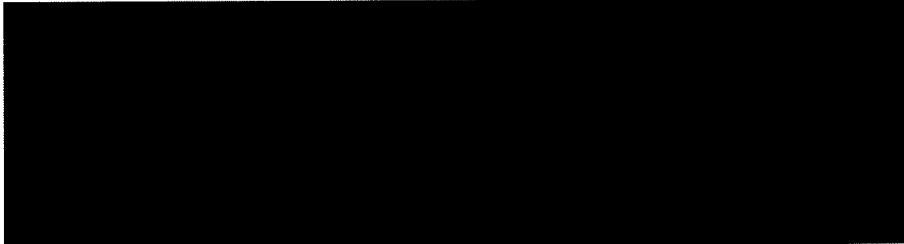
Mobile: Download the  
Chase Mobile® app today

## ACCOUNT ACTIVITY

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
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### PURCHASE

04/03	AA INFLIGHT VISA FACET 3 PHOENIX AZ	10.99
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04/09	AMERICAN AIR0010286862267 PHOENIX	30.00
040919 1 Y	EBC FEE	

04/09	AMERICAN AIR0010286862276 PHOENIX	30.00
040919 1 Y	EBC FEE	



### FEES CHARGED



#### 2019 Totals Year-to-Date

Total fees charged in 2019	
Total interest charged in 2019	\$0.00

Year-to-date totals do not reflect any fee or interest refunds you may have received.

## INTEREST CHARGES

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Balance Type	Annual Percentage Rate (APR)	Balance Subject To Interest Rate	Interest Charges
<b>PURCHASES</b>			
Purchases	17.49%(v)(d)		
<b>CASH ADVANCES</b>			
Cash Advances	27.24%(v)(d)		
<b>BALANCE TRANSFERS</b>			
Balance Transfer	17.49%(v)(d)		

31 Days in Billing Period

(v) = Variable Rate

(d) = Daily Balance Method (including new transactions)

(a) = Average Daily Balance Method (including new transactions)

Please see Information About Your Account section for the Calculation of Balance Subject to Interest Rate, Annual Renewal Notice, How to Avoid Interest on Purchases, and other important information, as applicable.

## IMPORTANT NEWS

Beginning in February, you will see the new Marriott Bonvoy logo on your statement and communications from Chase. This change does not affect your credit card rewards earn or benefits. If you have any questions call the number on the back of your card.

# EXHIBIT 10



## Your trip confirmation-IXTVAN 08AUG

American Airlines <no-reply@notify.email.aa.com>

Tue, Aug 6, 2019 at 11:41 PM

To: [REDACTED]

**American Airlines**



Hello Daniel Edelman!

Issued: Aug 7, 2019

## Your trip confirmation and receipt

Record locator: **IXTVAN**

[Manage Your Trip](#)

Thursday, August 8, 2019

DCA

**4:30 PM**

Washington Reagan

American Airlines 1310



DFW

**6:53 PM**

Dallas/Fort Worth

Seats: 30D

Class: Economy (T)

Meals: Food For Purchase

DFW

**8:37 PM**

Dallas/Fort Worth

American Airlines 2781



SEA

**10:50 PM**

Seattle

Seats: 16E

Class: Economy (T)

Meals: Food For Purchase

PLAINTIFFS001660

Free entertainment with the American app »

Daniel Edelman

Earn up to a \$200 statement credit + 40,000 bonus miles after qualifying purchases



Learn more »

AAAdvantage # U47E148

Ticket # 0012370626799

## Your trip receipt



AAAdvantage Certificate, American Express XXXXXXXXXXXXXXX006

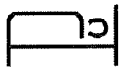
**Daniel Edelman**

TAXES AND CARRIER-IMPOSED FEES

\$ 5.60

**TICKET TOTAL**

**\$ 5.60**



Hotel offers



Car rental offers



Buy trip insurance



SuperShuttle

Up to 35% off base rates  
+ 5,000 bonus miles

**AVIS**

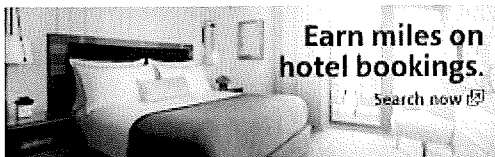
**Budget**

Need more miles?  
Buy or gift miles today



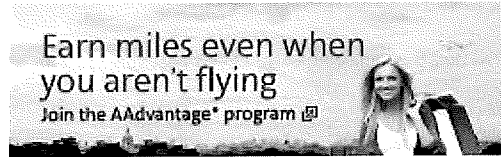
Earn miles on  
hotel bookings.

Search now



Earn miles even when  
you aren't flying

Join the AAdvantage® program



[Contact us](#) | [Privacy policy](#)

Get the American Airlines app



## Baggage Information

Baggage charges for your itinerary will be governed by American Airlines BAG ALLOWANCE -DCASEA-No free checked bags/ American Airlines 1STCHECKED BAG FEE-DCASEA-USD0.00/ American Airlines /UP TO 50 LB/23 KG AND UP TO 62 LINEAR IN/158 LINEAR CM 2NDCHECKED BAG FEE-DCASEA-USD40.00/ American Airlines /UP TO 50 LB/23 KG AND UP TO 62 LINEAR IN/158 LINEAR CM ADDITIONAL ALLOWANCES AND/OR DISCOUNTS MAY APPLY

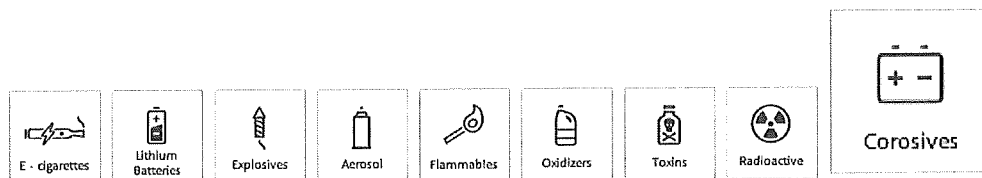
If you have purchased a NON-REFUNDABLE fare the itinerary must be canceled before the ticketed departure time of the first unused coupon or the ticket has NO VALUE.. If the fare allows changes, a fee may be assessed for changes and restrictions may apply.

You have up to 24 hours from the time of ticket purchase to receive a full refund if you booked at least 2 days before departure. You must log in on aa.com or Contact Reservations to cancel. Once cancelled, your refund will be processed automatically. Refund Policy>>.

**Some American Airlines check-in counters do not accept cash as a form of payment. For more information, visit our Airport Information page.**

## SERVICE & SUPPORT ANIMAL REQUIREMENTS

For travel on or after April 1, 2019, the policy for traveling with Emotional Support and Service animals has changed Visit Traveling with Service Animals for more information.



Some everyday products, like e-cigarettes and aerosol spray starch, can be dangerous when transported on the aircraft in carry-on and/or checked baggage. Changes in temperature or pressure can cause some items to leak, generate toxic fumes or start a fire. Carriage of prohibited items may result in fines or in certain cases imprisonment. Please ensure there are no forbidden hazardous materials in your baggage like:

Some Lithium batteries (e.g. spares in checked baggage, batteries over a certain size), Explosives / Fireworks, Strike anywhere matches/ Lighter fluid, Compressed gases / Aerosols Oxygen bottles/ Liquid oxygen, Flammable liquids, Pesticides/ Poison, Corrosive material.

There are special exceptions for small quantities (up to 70 ounces total) of medicinal and toilet articles carried in your luggage, spare lithium batteries for most consumer electronic devices in carry-on baggage, and certain smoking materials carried on your person.

Certain items are required to be carried with you onboard the aircraft. For example, spare lithium batteries for portable electronic devices, cigarette lighters and e-cigarettes must be removed from checked or gate-checked baggage and carried onboard the aircraft. However, e-cigarettes may not be used on-board the aircraft.

Traveling with medical oxygen, liquid oxygen, mobility aids and other assistive devices may require airline pre-approval or be restricted from carriage entirely. Passengers requiring these items should contact the airline operator for information on use of such devices.

To change your reservation, please call 1-800-882-8880 and refer to your record locator.

#### NOTICE OF INCORPORATED TERMS OF CONTRACT

Air Transportation, whether it is domestic or international (including domestic portions of international journeys), is subject to the individual terms of the transporting air carriers, which are herein incorporated by reference and made part of the contract of carriage. Other carriers on which you may be ticketed may have different conditions of carriage. International air transportation, including the carrier's liability, may also be governed by applicable tariffs on file with the U.S. and other governments and by the Warsaw Convention, as amended, or by the Montreal Convention. Incorporated terms may include, but are not restricted to: 1. Rules and limits on liability for personal injury or death, 2. Rules and limits on liability for baggage, including fragile or perishable goods, and availability of excess valuation charges, 3. Claim restrictions, including time periods in which passengers must file a claim or bring an action against the air carrier, 4. Rights on the air carrier to change terms of the contract, 5. Rules on reconfirmation of reservations, check-in times and refusal to carry, 6. Rights of the air carrier and limits on liability for delay or failure to perform service, including schedule changes, substitution of alternate air carriers or aircraft and rerouting.

You can obtain additional information on items 1 through 6 above at any U.S. location where the transporting air carrier's tickets are sold. You have the right to inspect the full text of each transporting air carrier's terms at its airport and city ticket offices. You also have the right, upon request, to receive (free of charge) the full text of the applicable terms incorporated by reference from each of the transporting air carriers. Information on ordering the full text of each air carrier's terms is available at any U.S. location where the air carrier's tickets are sold or you can click on the Conditions of Carriage link below.

Air transportation on American Airlines and the American Eagle carriers® is subject to American's conditions of carriage.

For more on Canada passenger protection regulations visit [aa.com/CanadaPassengers](http://aa.com/CanadaPassengers).

NOTICE: This email and any information, files or attachments are for the exclusive and confidential use of the intended recipient. This message contains confidential and proprietary information of American Airlines (such as customer and business data) that may not be read, searched, distributed or otherwise used by anyone other than the intended recipient. If you are not an intended recipient, do not read, distribute, or take action in reliance upon this message. Do you think you received this email by mistake? If so, please forward to [privacy@aa.com](mailto:privacy@aa.com) with an explanation, and then delete this message from your computer.

NRID: 1964606211540701405474100

# EXHIBIT 11



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**Your trip confirmation-GBBNNI 16OCT**

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American Airlines <no-reply@notify.email.aa.com>  


Mon, Sep 23, 2019 at 11:32 AM



Hello Miriam Edelman!

Issued: Sep 23, 2019

## Your trip confirmation and receipt

Record locator: **GBBNNI****This trip includes a Web Special award.**

Please keep in mind...

- You cannot make changes.
- You can cancel and reinstate your miles, but fees may apply.

[Manage Your Trip](#)

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**Wednesday, October 16, 2019**

DCA

**10:59 AM**

Washington Reagan



ORD

**12:19 PM**

Chicago O'hare

Seats: 21F

Class: Economy (T)

Meals: Food For Purchase

PLAINTIFFS001664

American Airlines 1033

ORD

1:44 PM

Chicago O'hare

SEA

4:27 PM

Seattle

Seats: 24F

Class: Economy (T)

Meals: Food For Purchase

American Airlines 1165

Free entertainment with the American app »

Miriam Edelman

Earn up to a \$200 statement  
credit + 40,000 bonus miles  
after qualifying purchases


[Learn more »](#)

AAAdvantage # C18B792

Ticket # 0012379531559

## Your trip receipt

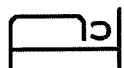


AAAdvantage Certificate, American Express XXXXXXXXXXXXXXX006

**Miriam Edelman**

TAXES AND CARRIER-IMPOSED FEES

\$ 5.60

**TICKET TOTAL****\$ 5.60**

Hotel offers



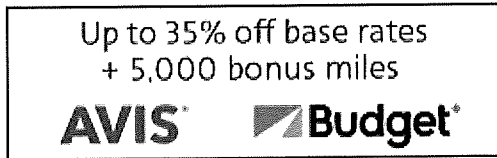
Car rental offers



Buy trip insurance



SuperShuttle



Get the American Airlines app



### Baggage Information

Baggage charges for your itinerary will be governed by American Airlines BAG ALLOWANCE -DCASEA-No free checked bags/ American Airlines 1STCHECKED BAG FEE-DCASEA-USD0.00/ American Airlines /UP TO 50 LB/23 KG AND UP TO 62 LINEAR IN/158 LINEAR CM 2NDCHECKED BAG FEE-DCASEA-USD40.00/ American Airlines /UP TO 50 LB/23 KG AND UP TO 62 LINEAR IN/158 LINEAR CM ADDITIONAL ALLOWANCES AND/OR DISCOUNTS MAY APPLY

If you have purchased a NON-REFUNDABLE fare the itinerary must be canceled before the ticketed departure time of the first unused coupon or the ticket has NO VALUE.. If the fare allows changes, a fee may be assessed for changes and restrictions may apply.

You have up to 24 hours from the time of ticket purchase to receive a full refund if you booked at least 2 days before departure. You must log in on aa.com or Contact Reservations to cancel. Once cancelled, your refund will be processed automatically.Refund Policy>>.

**Some American Airlines check-in counters do not accept cash as a form of payment. For more information, visit our Airport Information page.**

### SERVICE & SUPPORT ANIMAL REQUIREMENTS

For travel on or after April 1, 2019, the policy for traveling with Emotional Support and Service animals has changed Visit Traveling with Service Animals for more information.



Some everyday products, like e-cigarettes and aerosol spray starch, can be dangerous when transported on the aircraft in carry-on and/or checked baggage. Changes in temperature or pressure can cause some items to leak, generate toxic fumes or start a fire. Carriage of prohibited items may result in fines or in certain cases imprisonment. Please ensure there are no forbidden hazardous materials in your baggage like:

Some Lithium batteries (e.g. spares in checked baggage, batteries over a certain size), Explosives / Fireworks, Strike anywhere matches/ Lighter fluid, Compressed gases / Aerosols Oxygen bottles/ Liquid oxygen, Flammable liquids, Pesticides/ Poison, Corrosive material.

There are special exceptions for small quantities (up to 70 ounces total) of medicinal and toilet articles carried in your luggage, spare lithium batteries for most consumer electronic devices in carry-on baggage, and certain smoking materials carried on your person.

PLAINTIFFS001666

Traveling with medical oxygen, liquid oxygen, mobility aids and other assistive devices may require airline pre-approval or be restricted from carriage entirely. Passengers requiring these items should contact the airline operator for information on use of such devices.

## NOTICE OF INCORPORATED TERMS OF CONTRACT

You can obtain additional information on items 1 through 6 above at any U.S. location where the transporting air carrier's tickets are sold. You have the right to inspect the full text of each transporting air carrier's terms at its airport and city ticket offices. You also have the right, upon request, to receive (free of charge) the full text of the applicable terms incorporated by reference from each of the transporting air carriers. Information on ordering the full text of each air carrier's terms is available at any U.S. location where the air carrier's tickets are sold or you can click on the Conditions of Carriage link below.

For more on Canada passenger protection regulations visit [aa.com/CanadaPassengers](http://aa.com/CanadaPassengers).

NRID: 1742425454192313313130200

# **EXHIBIT 12**



**Heather R Morgan** ✓

@HeatherReyhan

...

@AmericanAir I have your credit card, and should be getting a free checked bag on my flight tomorrow, but online check-in shows I need to pay. Can you help me correct this? thanks!

8:59 PM · Oct 27, 2020 · Twitter Web App



**americanair** ✓ @AmericanAir · Oct 27, 2020

...

Replying to @HeatherReyhan

We'll respond to you via DM with more info.



PLAINTIFFS002184

# EXHIBIT 13



>

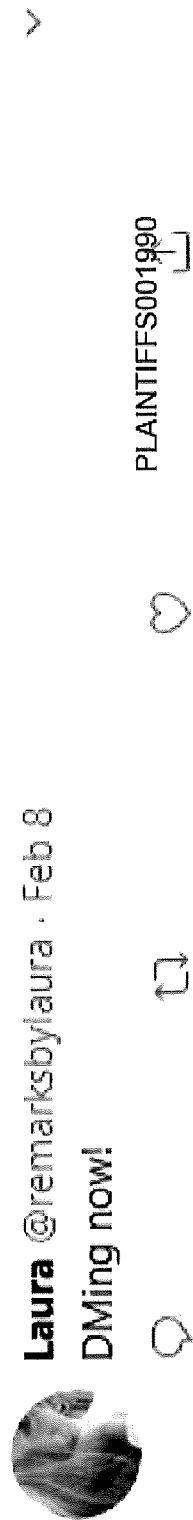
@AmericanAir I have to pay for a checked bag because I paid for my flight using points, despite being Gold and having a Citi Executive World Elite card??? Huh?

10:27 PM · Feb 8, 2020 · Twitter for iPhone



>

The form of payment doesn't matter, Laura. Please DM your record locator so we can take a look.



# **EXHIBIT 14**



**Daniel E Ferrer**

@DEFleyva



@AmericanAir , I am extremely disappointed at the level of service I am currently receiving. As an Advantage CC member I was promised one free check-in bag per passenger and priority boarding. I've received neither! Very unhappy traveler.

1:40 PM · Apr 24, 2019 · Twitter for Android



**americanair**  @AmericanAir · Apr 24, 2019



Replying to @DEFleyva

We never want to disappoint you, Daniel. Please DM your record locator so we can take a closer look.



PLAINTIFFS001895

# **EXHIBIT 15**



**Nate Juxtaposed** @chokeXartist · Mar 3

Apparently "priority" check in to @AmericanAir means having just 1 clerk working on a Friday evening in #Orlando

2 1



**American Airlines** @AmericanAir · Mar 3

Your time is important and apologize for the wait. You can also check-in with our self service kiosks or curbside skycaps.

1



**Nate Juxtaposed**

@chokeXartist

Follow

Replying to @AmericanAir

tried the kiosk and it tried to charge me for 1st checked bag even though I'm an AA credit card holder

8:07 AM - 4 Mar 2017

1

PLAINTIFFS001889

# **EXHIBIT 16**



**Dhara Shah** @DharaShah213 · Mar 6



@AmericanAir I am a **credit card** member...why was I charged a \$25 fee for my **bag?**

PLAINTIFFS002150



# EXHIBIT 17



**Carlos** @maragringo · 12 Jul 2017



@AmericanAir promises first **bag** free with **credit card** offer. But at the airport charges the fee. Even threatens with police if not paid. LAINTIFFS002161



# EXHIBIT 18



**Angela Haas** @ahaas1215 · Jan 17

@AmericanAir don't bother holding a credit card with them or flying this airline. They Lost my luggage on the way to Cancun after charging us 25 dollars (yes with a credit card u still pay for bags) then say they don't have a client relations team. #garbage #cuttingmycard #delta



1



**American Airlines**

@AmericanAir

Follow

Replying to @ahaas1215

The first bag charge is waived with the credit card for domestic flights only. We're sorry your things were delayed, Angela.

5:45 PM - 17 Jan 2018



PLAINTIFFS002145

# **EXHIBIT 19**



Credit Cards

Savings &amp; CDs

Personal Loans

About Us

Log in

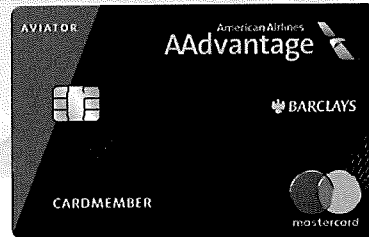
Rewards

Benefits

Rates &amp; Fees

Apply Now

## AAAdvantage® Aviator® Red World Elite Mastercard®



Earn 60,000  
AAAdvantage® bonus  
miles<sup>2</sup>

First checked bag  
free<sup>2</sup>

Enjoy preferred  
boarding<sup>2</sup>

\$99  
annual fee<sup>1</sup>

## Rewards

**Earn 60,000 AAAdvantage® bonus miles**  
after making your first purchase and paying the \$99 annual fee in full,  
both within the first 90 days.<sup>2</sup>

**Get up to \$25 back as statement credits on inflight Wi-Fi  
purchases**  
every anniversary year on American Airlines operated flights.<sup>2</sup>

**Anniversary Companion Certificate**  
Each anniversary year; earn a Companion Certificate good for 1 guest  
at \$99 (plus taxes and fees) if you spend \$20,000 on purchases and  
your account remains open for 45 days after your anniversary date.<sup>2</sup>

**Earn 2X miles**  
for every \$1 dollar spent on eligible American Airlines purchases.<sup>2</sup>

**Earn 1X AAAdvantage® miles**  
for every \$1 dollar spent on all other purchases.<sup>2</sup>

**Inflight savings**  
Receive 25% inflight savings as statement credits on food and  
beverages when you use your card on American Airlines operated  
flights.<sup>2</sup>

## Benefits

**First checked bag free**  
on domestic American Airlines itineraries for the primary cardmember  
and up to 4 companions traveling with you on the same reservation.<sup>2</sup>

**Preferred boarding**  
for the primary cardmember and up to 4 companions on their  
reservation for all American Airlines operated flights.<sup>2</sup>

**Flight Cents™**  
Round up your purchases to the nearest dollar so you can get more  
AAAdvantage® miles.<sup>2</sup>

**No foreign transaction fees**  
on international purchases.<sup>1</sup>

## Travel and Lifestyle Services

Access a suite of benefits, amenities and upgrades, preferential  
treatment and premium travel offers from best-in-class travel  
companies.<sup>3</sup>

## Travel Coverage

Eligible for Travel Accident Insurance, Trip Cancellation and  
Interruption coverage, Baggage Delay Insurance, and Auto Rental  
Collision Damage Waiver.<sup>3</sup>

## \$0 Fraud Liability protection

means you're not responsible for charges you did not authorize.

## Introductory APR on balance transfers

0% intro APR for 15 months on balance transfers made within 45 days  
of account opening. After that, a variable APR will apply, 15.99%,  
19.99% or 24.99%, based on your creditworthiness. There is a fee for  
balance transfers.<sup>1</sup>

## Interest Rates and Charges Summary

APR for purchases	15.99%, 19.99% or 24.99% variable based on your creditworthiness.
APR for balance transfers	0% introductory APR for the first 15 billing cycles following each balance transfer that posts to your account within 45 days of account opening. After that (and for balance transfers that do not post within 45 days of account opening), a variable APR will apply, 15.99%, 19.99% or 24.99%, based on your creditworthiness.
APR for cash advances	25.24% variable

## Fee Summary

Annual fee	\$99
Balance transfer fee	Either \$5 or 3% of the amount of each transfer, whichever is greater.

See Terms and Conditions for a complete listing of rates and fees >

## Important Information

<sup>1</sup> Offer subject to credit approval. This offer is available through this advertisement and may not be accessible elsewhere. For complete pricing and other details, please see the Terms and Conditions.

This one-time offer is valid for eligible cardmembers. You may not be eligible for this offer if you currently have or previously had an account with us in this program. In addition, you may not be eligible for this offer if, at any time during our relationship with you, we have cause, as determined by us in our sole discretion, to suspect that the account is being obtained or will be used for abusive or gaming activity (such as, but not limited to, obtaining or using the account to maximize rewards earned in a manner that is not consistent with typical consumer activity and/or multiple credit card account applications/openings). Please see the About This Offer section of the Terms and Conditions for important information.

Annual fee is \$99. 0% introductory APR on balance transfers made within 45 days of account opening is applicable for the first 15 billing cycles that immediately follow each balance transfer. This introductory APR offer does not apply to purchases and cash advances. For new and outstanding balance transfers after the introductory period and all purchases, the variable APR is 15.99%, 19.99% or 24.99%, depending upon our review of your application and your credit history at account opening. The variable APR for cash advances is 25.24%. The APRs on your account will vary with the market based on the Prime Rate and are subject to change. The minimum monthly interest charge will be \$0.50. Balance transfer fee: 3% (min. \$5). Cash advance fee: 5% (min. \$10). Foreign transaction fee: 0%. See Terms and Conditions for updated and more information about the terms of this offer, including the "About the Variable APRs on Your Account" section for the current Prime Rate information.

<sup>2</sup> Conditions and limitations apply. Please refer to the Reward Rules within the Terms and Conditions for additional information about the rewards program. Select offers/benefits may not be achievable based on the assigned credit line and ability to maintain that credit line.





<sup>3</sup> Restrictions, limitations and exclusions apply. Upon account approval, we will send you a Guide to Benefits which includes a full explanation of coverages and details regarding specific time limits, eligibility and documentation requirements.

The AAdvantage<sup>®</sup> Aviator<sup>®</sup> Red World Elite Mastercard<sup>®</sup> is issued by Barclays Bank Delaware (Barclays) pursuant to a license by Mastercard International Incorporated<sup>®</sup>. Mastercard and World Elite Mastercard are registered trademarks, and the circles design is a trademark of Mastercard International Incorporated<sup>®</sup>.

American Airlines reserves the right to change the AAdvantage<sup>®</sup> program and its terms and conditions at any time without notice, and to end the AAdvantage<sup>®</sup> program with six months' notice. Any such changes may affect your ability to use the awards or mileage credits that you have accumulated. Unless specified, AAdvantage<sup>®</sup> miles earned through this promotion/offer do not count toward elite-status qualification or AAdvantage<sup>®</sup> Million Miler<sup>SM</sup> status. American Airlines is not responsible for products or services offered by other participating companies. For complete details about the AAdvantage<sup>®</sup> program, visit [aa.com/aadvantage](http://aa.com/aadvantage).

# EXHIBIT 20

**EXPLORE MORE WITH THE RIGHT CITI® / AADVANTAGE® CARD**

American Airlines AAdvantage MileUp® Card	Citi® / AAdvantage® Platinum Select® World Elite® Mastercard®	Citi® / AAdvantage® Executive World Elite® Mastercard®	CitiBusiness® / AAdvantage® Platinum Select® Mastercard®
			
\$10 Annual Fee*	\$129 Annual Fee (paid on the first 2 months)	\$452 Annual Fee*	\$129 Annual Fee (paid on the first 2 months)
Earn 10,000 AAdvantage® bonus miles and a statement credit after qualifying purchases	Earn 10,000 AAdvantage® bonus miles after qualifying purchases	Earn 10,000 AAdvantage® bonus miles after qualifying purchases	Earn 65,000 AAdvantage® bonus miles after qualifying purchases
<a href="#">View AAdvantage Card Benefits &amp; Rewards Information</a>	<a href="#">View AAdvantage Card Benefits &amp; Rewards Information</a>	<a href="#">View AAdvantage Card Benefits &amp; Rewards Information</a>	<a href="#">View AAdvantage Card Benefits &amp; Rewards Information</a>
<a href="#">Apply Now</a>	<a href="#">Apply Now</a>	<a href="#">Apply Now</a>	<a href="#">Apply Now</a>
Call to Apply 1-800-203-4771 TTY: Use Relay Service	Call to Apply 1-855-556-5142 TTY: Use Relay Service	Call to Apply 1-877-366-8774 TTY: Use Relay Service	Call to Apply 1-800-203-4771 TTY: Use Relay Service

**IDEAL FOR**

Practical travelers looking to turn everyday purchases into their next escape.	Eager explorers in search of new adventures.	Frequent flyers looking for enhanced airport experiences.	Visionary entrepreneurs looking to turn business expenses into adventures.
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**TAKE EARNING TO THE NEXT LEVEL**

<b>2X</b> Earn 2 AAdvantage® miles for every \$1 spent on grocery stores	<b>2X</b> Earn 2 AAdvantage® miles for every \$1 spent on gas stations	<b>2X</b> Earn 2 AAdvantage® miles for every \$1 spent on eligible American Airlines purchases	<b>2X</b> Earn 2 AAdvantage® miles for every \$1 spent on eligible American Airlines purchases
<b>2X</b> Earn 2 AAdvantage® miles for every \$1 spent on eligible American Airlines purchases	<b>2X</b> Earn 2 AAdvantage® miles for every \$1 spent at restaurants	<b>1X</b> Earn 1 AAdvantage® mile for every \$1 spent on other purchases	<b>2X</b> Earn 2 AAdvantage® miles for every \$1 spent on purchases at telecommunications, merchants, cable and satellite providers, car rental merchants and at gas stations
<b>1X</b> Earn 1 AAdvantage® mile for every \$1 spent on other purchases	<b>2X</b> Earn 2 AAdvantage® miles for every \$1 spent on eligible American Airlines purchases	<b>1X</b> Earn 1 AAdvantage® mile for every \$1 spent on other purchases	<b>1X</b> Earn 1 AAdvantage® mile for every \$1 spent on other purchases

**TRAVEL BENEFITS**

25% Savings on Inflight Food and Beverage Purchases	25% Savings on Inflight Food and Beverage Purchases	25% Savings on Inflight Food and Beverage Purchases	25% Savings on Inflight Food and Beverage Purchases
No Foreign Transaction Fees*	No Foreign Transaction Fees*	No Foreign Transaction Fees*	No Foreign Transaction Fees*
First Checked Bag Free	First Checked Bag Free	First Checked Bag Free	First Checked Bag Free
Preferred Boarding	Global Entry or TSA Pre® Application Fee Credit	Enhanced Airport Experience	Preferred Boarding
	AAdvantage Club® Membership		Earn an American Airlines Companion Certificate

**MORE CITI® / AADVANTAGE® BENEFITS**

No Message Cap	No Message Cap	No Message Cap	No Message Cap
No Authorized User Fee*	American Airlines Flight Discount Opportunity	Earn Qualifying Miles	Personal Business Assistant
	No Authorized User Fee*		No Authorized User Fee*

**WELCOME OFFER DETAILS**

Earn 10,000 American Airlines AAdvantage® bonus miles plus a \$10 statement credit after \$500 in purchases within the first 3 months of account opening*	Earn 10,000 American Airlines AAdvantage® bonus miles after \$2,500 in purchases within the first 3 months of account opening*	Earn 10,000 American Airlines AAdvantage® bonus miles after \$5,000 in purchases within the first 3 months of account opening*	Earn 65,000 American Airlines AAdvantage® bonus miles after spending \$4,000 in purchases within the first 4 months of account opening*
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**PURCHASE AND BALANCE TRANSFER APR**

<b>Purchase Rate</b> 15.99% to 24.99% variable APR, based on your creditworthiness and also applies to balance transfers*	<b>Purchase Rate</b> 15.99% to 24.99% variable APR, based on your creditworthiness and also applies to balance transfers*	<b>Purchase Rate</b> 15.99% to 24.99% variable APR, based on your creditworthiness and also applies to balance transfers*	<b>Purchase Rate</b> 15.99% to 24.99% variable APR, based on your creditworthiness*
<b>Balance Transfer Fee</b> Either \$5 or 3% of the amount of each transfer, whichever is greater for each transfer*	<b>Balance Transfer Fee</b> Either \$5 or 3% of the amount of each transfer, whichever is greater for each transfer*	<b>Balance Transfer Fee</b> Either \$5 or 3% of the amount of each transfer, whichever is greater for each transfer*	<b>Balance Transfer Fee</b> Either \$5 or 3% of the amount of each transfer, whichever is greater for each transfer*

**citi**

**\*Pricing & Information**

**American Airlines AAdvantage MileUp® Card**  
The standard variable APR for purchases is 15.99% to 24.99% based on your creditworthiness. Balance transfers and Co-Pay Fee are also subject to the standard variable purchase APR. The standard variable APR for cash advances is 23.99%. The variable penalty APR is up to 29.99% and may be applied if you make a late payment or miss a payment for 60 consecutive days. The annual fee for this card is \$10. However, the fee is waived for the first 2 months of account opening. \*Note: Cash advance fee - Either \$5 or 3% of the amount of each cash advance, whichever is greater. Balance transfer fee - Either \$5 or 3% of the amount of each transfer, whichever is greater.

**Citi® / AAdvantage® Platinum Select® World Elite® Mastercard®**  
The standard variable APR for purchases is 15.99% to 24.99% based on your creditworthiness. Balance transfers and Co-Pay Fee are also subject to the standard variable purchase APR. The standard variable APR for cash advances is 23.99%. The variable penalty APR is up to 29.99% and may be applied if you make a late payment or miss a payment for 60 consecutive days. The annual fee for this card is \$129. However, the fee is waived for the first 2 months of account opening. \*Note: Cash advance fee - Either \$5 or 3% of the amount of each cash advance, whichever is greater. Balance transfer fee - Either \$5 or 3% of the amount of each transfer, whichever is greater.

**Citi® / AAdvantage® Executive World Elite® Mastercard®**  
The standard variable APR for purchases is 15.99% to 24.99% based on your creditworthiness and also applies to balance transfers and Co-Pay Fee. The standard variable APR for cash advances is 23.99%. The variable penalty APR is up to 29.99% and may be applied if you make a late payment or miss a payment for 60 consecutive days. The annual fee for this card is \$452. However, the fee is waived for the first 2 months of account opening. \*Note: Cash advance fee - Either \$5 or 3% of the amount of each cash advance, whichever is greater. Balance transfer fee - Either \$5 or 3% of the amount of each transfer, whichever is greater.

**CitiBusiness® / AAdvantage® Platinum Select® Mastercard®**  
The standard variable APR for purchases is 15.99% to 24.99% based on your creditworthiness. The standard variable APR for cash advances is 23.99%. The variable penalty APR is up to 29.99% and may be applied if you make a late payment or miss a payment for 60 consecutive days. The annual fee for this card is \$129. However, the fee is waived for the first 2 months of account opening. \*Note: Cash advance fee - Either \$5 or 3% of the amount of each cash advance, whichever is greater. Balance transfer fee - Either \$5 or 3% of the amount of each transfer, whichever is greater.

**Mastercard®** is a registered trademark, and the circular design is a trademark of Mastercard International Incorporated.  
Visa logo is a trademark of Mastercard International Incorporated.

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# **EXHIBIT 21**









# EXHIBIT 22

Earn Advantage<sup>®</sup> miles on all purchases:

<b>2X</b> Earn 2 miles for every \$1 spent on eligible Advantage <sup>®</sup> purchases	<b>2X</b> Earn 2 miles for every \$1 spent on select domestic airlines including American, Delta and United	<b>1X</b> Earn 1 mile for every \$1 spent on all other purchases
---	---	--

Visit [advantagemiles.com](http://advantagemiles.com)

Additional Co<sup>®</sup> AA's savings benefits that let you explore even more corners of the world.

-  **Lowest available fares**  
Available on American Airlines, Continental, and Delta flights. See [www.coaa.com](http://www.coaa.com)
-  **No change fees**  
Available on American Airlines flights only. See [www.coaa.com](http://www.coaa.com)
-  **Reduced change amounts**  
Apply to Co<sup>®</sup> AA's flights. See [www.coaa.com](http://www.coaa.com)
-  **A new way to travel**  
Join our new vacation club. See [www.coaa.com](http://www.coaa.com)
-  **Expanded travel privileges**  
Join our new Club Co<sup>®</sup> AA. See [www.coaa.com](http://www.coaa.com)
-  **24/7 travel assistance**  
Available on Co<sup>®</sup> AA flights. See [www.coaa.com](http://www.coaa.com)

[illegible][illegible]

# **EXHIBIT 23**



**Earn AAdvantage® miles on all purchases:**

<b>1x</b> Earn 2 miles for every \$1	<b>1x</b> Earn 1 mile for every \$1	<b>1x</b> Earn 10% of your purchase
--	---	---

[View all cards](#)

Additional Citi® / AAdvantage® benefits that let you explore even more corners of the world.

CG 2009 FAX

Business Benefits •

• Use less space in Max window

**First Checked Bag Free**  
In order to apply the **Go<sup>®</sup> Addams<sup>®</sup>** account must be open 7 days prior to air travel and reservation must include the primary cardholder's American Airlines **Addams<sup>®</sup>** number 7 days prior to air travel. If your credit card account is closed for any reason, Blackout dates will be cancelled.

[illegible][illegible]

\* Mile per \$1 on your purchases.  
 Mileage\* rates are based on purchase, lease/finance plan and vehicle, with additional considerations made, depending on vehicle, credit line and interest charges. There may be certain purchases made by primary cardmember and authorized users. Miles earned will be posted to the primary cardmember's MasterCard account in 8-12 weeks.

**Reduced Usage Amounts** The amount of usage that you are allowed to use on the primary performance's Advantage<sup>®</sup> account is reduced to 10% of the usage amount that you are allowed to use on the primary performance's Advantage<sup>®</sup> account. This reduced usage amount is applied to the primary performance's Advantage<sup>®</sup> account for the entire duration of the primary performance's Advantage<sup>®</sup> account.

Redemption of Air Rewards Mileage Award requires travel by air to Europe from the United States or Canada. A \$100 U.S. dollar service charge will be applied to all Air Rewards Award redemption tickets issued by Travel Credits, or a \$100 U.S. dollar service charge per person to apply to Air Rewards Award redemptions booked by the Agent Agents. This payment does not apply to Air Rewards Executive Platinum members and American Airlines repeat customers. All such additional amounts are subject to change. Prices and availability are subject to change without notice. For the complete list of Terms and Conditions, please visit [www.aa.com/mileageplus](http://www.aa.com/mileageplus).

Before adding an authorized user to your Card Account you should know:

**Eligible Locations:**  
American Medical Association<sup>®</sup> does not assume liability for any injury or loss sustained by its members or associates. It is the responsibility of each member to verify the eligibility of their place of employment and residence for purposes of membership. For complete details visit [www.ama-assn.org](http://www.ama-assn.org).

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# **EXHIBIT 24**



# **EXHIBIT 25**



**William Skutch**  
@billskutch

@AmericanAir tell me why I have the American Airlines credit card. Charging me \$25 per bag to fly International? #customerservice #fail  
Time to look into a new Affinity credit card.

2:54 AM · Mar 26, 2018 · Twitter for Android



**americanair** @AmericanAir · Mar 26, 2018

Replying to @billskutch

Sorry for any confusion. You can learn more about your card benefits here:  
[bit.ly/AA\\_CitiCards](https://bit.ly/AA_CitiCards)



**William Skutch** @billskutch · Mar 26, 2018

you say free bag with your flight if you have the credit card however why would that NOT include international flights!?

#fail #customerservice



PLAINTIFFS002147

# **EXHIBIT 26**



**David Ruttka**

@druttka

Follow

@AmericanAir your baggage kiosks at SEA don't recognize our AAdvantage card "first bag free" benefits, and now attendant tells us we have to start over at desk. Web shows the benefit. Please post a notice about this at kiosk to avoid wasted time.

6:54 AM · 10 Apr 2018



Tweet your reply



**David Ruttka** @druttka · Apr 10

Very frustrating experience, have never had this problem on Delta or United.



**American Airlines** @AmericanAir · Apr 10

Replying to @druttka

The benefit is available on domestic travel only. Since you're destination is outside the U.S., bag charges apply. [bit.ly/AA\\_CitiCards](https://bit.ly/AA_CitiCards)



**David Ruttka** @druttka · Apr 10

Ugh, fair enough. Thanks for clarifying. I'll make sure to fly w/more effective airline+card combos in future.



**David Ruttka** @druttka · Apr 10

Pretty sure we saw "AAdvantage Priority" benefit listed at check-in. I guess that was just for Group 5 (5?!?) boarding, not baggage.



**David Ruttka** @druttka · Apr 10

Not trying to make that last tweet sound like another complaint, just trying to understand it and confirm that 5 is the priority group.



PLAINTIFFS002151

# **EXHIBIT 27**



**John Vogan**  
@JohnVogan1

...

Replying to @AmericanAir

@AmericanAir Flying out of #TUL again today. Still having the issue. System wants to charge \$30 for bag w/ @traveloneworld Emerald status through @AlaskaAir. Eve is trying to waive and being much more courteous than the last agents I encountered.

8:23 AM · May 12, 2021 · Twitter for iPhone



**John Vogan** @JohnVogan1 · May 12

...

Replying to @JohnVogan1 @AmericanAir and 2 others

Eve got it to go through only after entering my AAdvantage number, which shows I also have a premium AA credit card w/ free bag benefit. But still - oneworld Emerald should be enough. Please fix! Let's make the third time the charm.



**John Vogan** @JohnVogan1 · May 12

...

Replying to @JohnVogan1 @AmericanAir and 2 others

Also, I think she messed up the frequent flyer number now. Boarding pass has AA number and put me in boarding Group 5. I want it credited to @AlaskaAir. This partnership has been full of pain points.





**John Vogan**  
@JohnVogan1

...

@AmericanAir Is @AlaskaAir not part of @traveloneworld alliance now? Check-in agents P. Branch and Constance at Tulsa airport don't seem to think so. So much for Emerald status and getting a free bag. They tried to charge \$30, so I embarrassingly consolidated & threw out liquids.

6:32 AM · Apr 19, 2021 from Tulsa, OK · Twitter for iPhone



**americanair** @AmericanAir · Apr 19

...

Replying to @JohnVogan1

AlaskaAir joined our oneworld alliance effective Mar 31, 2021. Our apologies for what happened this morning. We'll forward it to our leaders



**John Vogan** @JohnVogan1 · Apr 19

...

I think your leaders know. It's your front line workers, particularly at #TUL, who need to know. And if it's a system issue, you need to fix ASAP. This should've been sorted out before the partnership launch.



⋮

Show replies



**Alaska Airlines** @AlaskaAir · Apr 19

...

Replying to @JohnVogan1 @AmericanAir and @traveloneworld  
We definitely are! ~Julie





**John Vogan**  
@JohnVogan1

...

Replying to @JohnVogan1 @AmericanAir and 2 others

Eve got it to go through only after entering my AAdvantage number, which shows I also have a premium AA credit card w/ free bag benefit. But still - oneworld Emerald should be enough. Please fix! Let's make the third time the charm.

PLAINTIFFS002187

8:33 AM · May 12, 2021 from Tulsa, OK · Twitter for iPhone

# **EXHIBIT 28**



WallStreetMillionairess

@WSmillionairess

Replying to @AmericanAir

@AmericanAir another week of travel and here we are again.... more problems. I have just received Executive Platinum Pro, traveling with a concierge key, but you still insist on charging me for my third bag. The attendant stated her computer didn't match my AA app. WHHHYYYYY?

5:34

LTE

American

Nadine Zemanek

AAAdvantage® Executive Platinum

Available award miles: 167742

AA 8

ON TIME

Boards 6:30PM

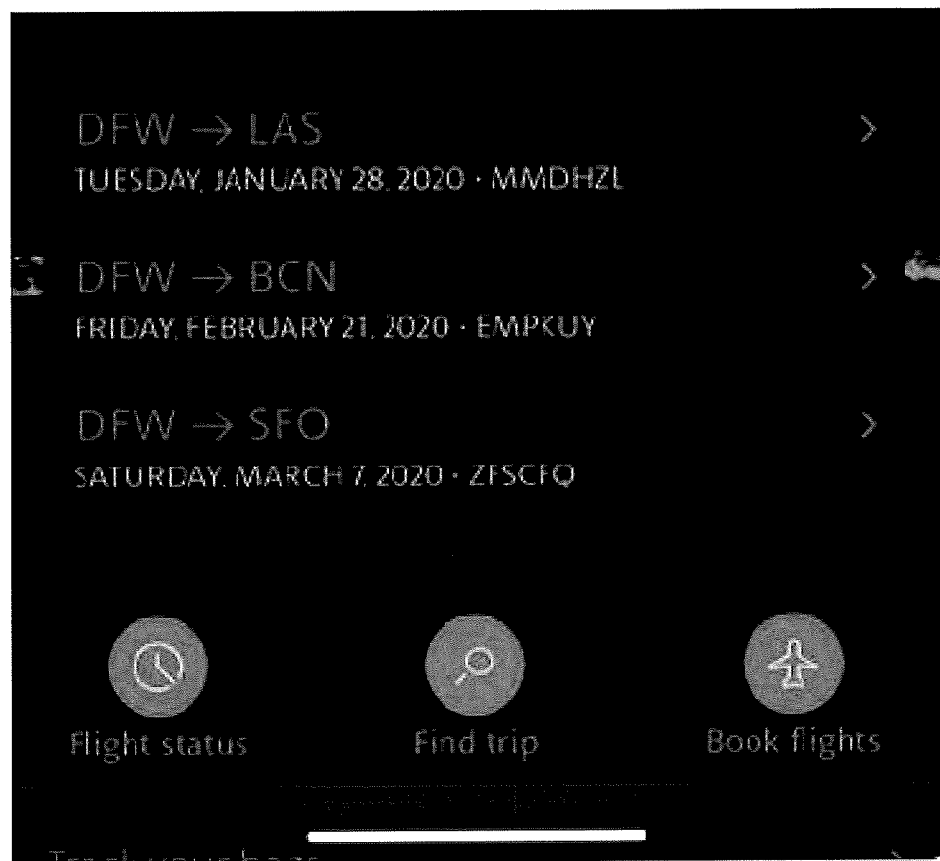
HNL → DFW

THURSDAY, JANUARY 23, 2020 - LNQIGF

Depart	Gate	Terminal	Seat
7:15 PM	E8	2	1H

Your 2 bags are on the way


Boarding pass



1:00 PM · Jan 23, 2020 · Twitter for iPhone

1 Quote Tweet



**americanair**  @AmericanAir · Jan 23, 2020

Replying to @WSmillionairess

PLAINTIFFS002017

You're allowed 3 bags and we're sorry they charged you for the 3rd one. Meet us in DMs and we'll provide more info.

# EXHIBIT 29



**Stuart Bernsen**  
@StuartBernsen

...

@AmericanAir Wow It continues to amaze me how things always seem to "break down". Forty five minutes to check in for a flight because the "system" wouldn't allow them print baggage tags without charging. Executive Platinum gets 3 bags checked 2 wanted a \$100 for the 3rd....

2:40 PM · Aug 21, 2020 · Twitter for iPhone

1 Like



**Stuart Bernsen** @StuartBernsen · Aug 21, 2020

...

Replying to @StuartBernsen

...then unable to print boarding passes for both passengers. Almost missed flight. We will see if bags make it.



1



**americanair** @AmericanAir · Aug 21, 2020

...

Replying to @StuartBernsen

Our apologies for the delay in getting your bag checked in for your flight today. We took a look to be sure no bag charges were collected.



3



**Stuart Bernsen** @StuartBernsen · Sep 7, 2020

...

Agent said wow you just made it in time to check your bag. That's after waiting for 25'. I fly AA nearly every week, including thru the shut down...I should give up my expectations of customer service along with my loyalty.



1



**americanair** @AmericanAir · Sep 7, 2020

...

We greatly appreciate your loyalty and are sorry for the wait this morning. We'll pass your comments on for internal review.



PLAINTIFFS002003

# **EXHIBIT 30**



**nihir kapadia**  
@nihirk

\*\*\*

@AmericanAir I am a gold member, why did I have to pay \$30 for my one checked bag ?

6:38 PM · Jan 16, 2021 · Twitter for iPhone



**nihir kapadia** @nihirk · Jan 16  
Replying to @nihirk  
I just did

\*\*\*



**americanair** @AmericanAir · Jan 16  
Replying to @nihirk

\*\*\*

We'd like to take a look at the flight you're referring to. Please come on over to DMs with your record locator.



PLAINTIFFS001977

# **EXHIBIT 31**

 CF Gilbert

3x the past month, I've been asked to pay for my 3rd bag by an agent. 2 occasions, the agents called the help desk to get it taken care of. The 3rd, she waited on hold >10 mins and the cutoff time has approached. She overrode herself and said she'd "wait for the consequences from management" of not charging me for the bag. I offered to pay to keep her from being reprimanded (figuring I'd complain later for a refund) but she insisted I I shouldn't have to do that and waived the fee. Same thing happened consistently ~5 years ago but hadn't happened in a few years so I thought it was fixed by now. Guess not.

PLAINTIFFS002041

Like · Reply · 14m

# **EXHIBIT 32**



Scott Clay ▶ American Airlines Executive Platinum & Concierge Key Fliers

2h · 🌐

👤👤👤

Interesting situation today flying PHX-PHL. Checked in at the kiosk. Asked to print two checked bag tags. I am EXP and in paid FC. The kiosk asks for a credit card for the \$200 bag charge. Whaaaaat? An agent came over and couldn't figure this out either and sent me to the bag agent who then printed my two free tags.



9

18 Comments



Like



PLANNING 127

All Comments ▼

# **EXHIBIT 33**



Catherine Sawaya • American Airlines Executive Platinum &amp; Concierge Key Fliers ...

1h · 🌐

I don't usually check a lot of luggage, but because of tools and ppe I need for work, I will need to check multiple items for the next several weeks. I noticed last time I checked in that it showed \$0 for the first bag but \$200 for bags 2 and 3. (I'm EP). Is there a difference in the baggage policy depending on aircraft or something?

11 Comments



Like



Comment



Amy Boyd

weird. site still shows 3 free bags. i don't think it depends on a/c but maybe someone with aa can reconfirm.

The perks of being an elite status m

Enjoy a world of benefits designed to make y



AAdvantage® Executive Platinum

- 4 one-way systemwide upgrades\*
- Complimentary award-requested upgrades\*
- 100-hour upgrade window\*
- 120% elite mileage bonus
- Complimentary Main Cabin Extra and Preferred Seats\*
- 3 free checked bags
- Additional rewards starting at 150,000 Firm Qualifying Miles (FQM)

Like · Reply · 1h · Edited



Catherine Sawaya

Amy Boyd I read everything I could but didn't find anything other than 3 free bags. And because I was able to pull off this trip with 1 bag, I didn't wait in line to talk to someone.

Like · Reply · 1h



Drew Ressler

Sometimes it doesn't take in account your status and just shows the default "this is what bags cost" but when you go to actually add the bags, it's \$0

Like · Reply · 1h



Norbert Krupa

Was your AAdvantage # tied to your itinerary? Was this online or at the counter? If online then probably just a bug.

Like · Reply · 1h



Catherine Sawaya

Norbert Krupa it was at the Kiosk, and my Advantage number was definitely connected because that's how I pulled up the reservation.

Like · Reply · 1h



Norbert Krupa

Catherine I would have just gotten an agent to tag and process the bags. You're definitely entitled to 3

Like · Reply · 57m



Hamad B Alghazawi

Catherine Sawaya We were having that issue with the ssm since they rolled out the scan and print for the bag tags... EP are always 3 free regardless of destination or type of flight. I'll send a message to our dev and techs. If the ssm does not allow you 3 free, go to the agent.

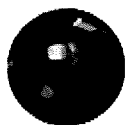
Like · Reply · 55m

# **EXHIBIT 34**

...

Shane Miller ▶ American Airlines Executive Platinum Fliers

6h · 🌐



Anyone have experience at check in the agent not allowing you to check 3 bags? Agent said that EP get 3 bags only in 3 class cabin. They wanted me to pay \$200 for a 3rd bag???!!!



5

26 Comments



Like



Comment

PLAINTIFFS002084

# **EXHIBIT 35**

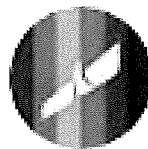


**Jeff Bowers**  
@jbowers30

@AmericanAir I guess being Gold status only gives you a free checked bag on occasion?!??

#fail

4:06 AM · Apr 29, 2019 · Twitter for Android



**americanair** @AmericanAir · Apr 29, 2019

Replying to @jbowers30

Gold member will get one free checked bag when traveling. Please send us a quick DM of your record locator.



**Jeff Bowers** @jbowers30 · Apr 29, 2019

Sent as requested



PLAINTIFFS001920

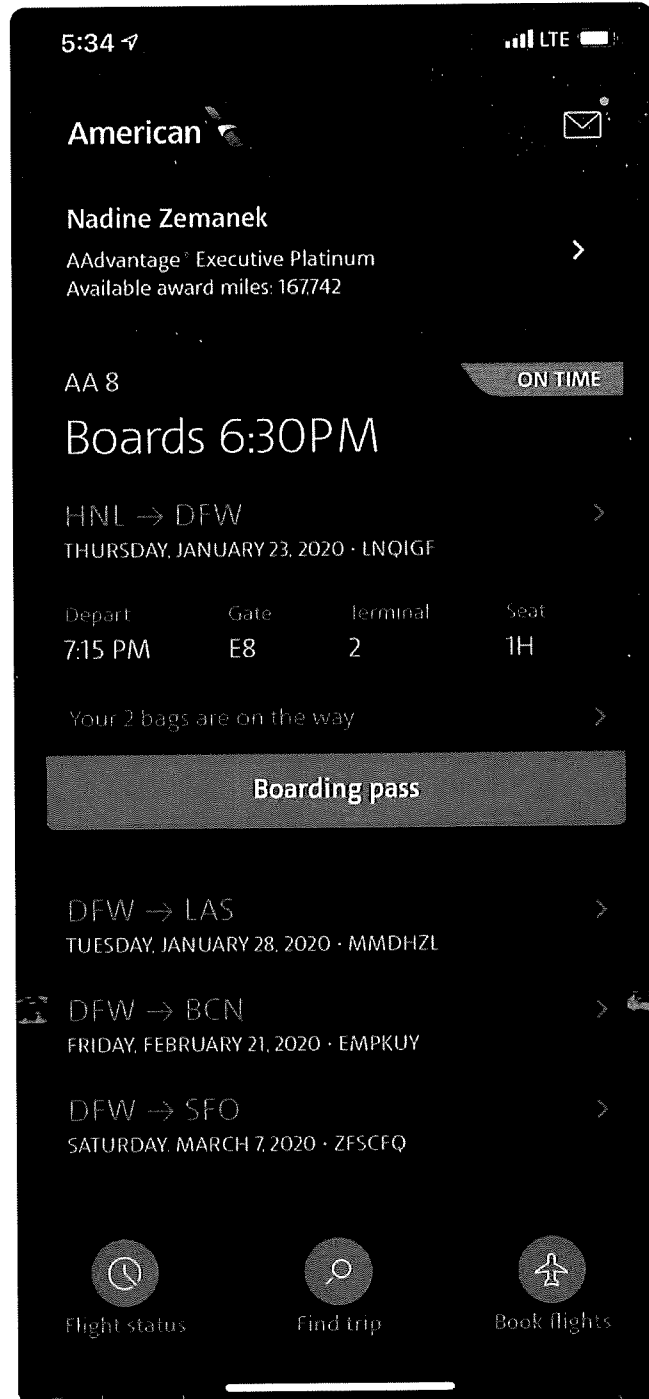
# **EXHIBIT 36**



watch\_me\_nay\_nay  
@WatchNay

Replying to @AmericanAir

@AmericanAir another week of travel and here we are again.... more problems. I have just received Executive Platinum Pro, traveling with a concierge key, but you still insist on charging me for my third bag. The attendant stated her computer didn't match my AA app. WHHHYYYYY?



8:00 PM · Jan 23, 2020 · Twitter for iPhone

1 Retweet



americanair @AmericanAir · Jan 23

Replying to @WatchNay

You're allowed 3 bags and we're sorry they charged you for the 3rd one. Meet us in DMs and we'll provide more info.

PLAINTIFFS002016

# **EXHIBIT 37**



**David Del Sol**

@delsol\_david



@AmericanAir can you please fix your computer systems for checking bags at DFW airport. I am Executive Platinum and 10 different times now your system has only allowed for 2 checked bags for free. After the 5 minutes of reminding the desk agent what the rules are and then acting

6:41 AM · Feb 29, 2020 · Twitter for iPhone



**David Del Sol** @delsol\_david · Feb 29



Replying to @delsol\_david

like they don't know them, they will finally be required to get manager override (which they are terrified to do). This whole process delays me ~15 minutes every time. It has happened mostly in terminal D but also in Terminal C this morning. Thanks



**americanair** @AmericanAir · Feb 29



Replying to @delsol\_david

Consistency is key and your baggage allowance is 3 bags. Please meet us in DMs with additional details.



# **EXHIBIT 38**



**Tina**

@Tina24394869

...

During a time that @AmericanAir should provide excellent service they failed my family. My daughter visited us and we upgraded her to first class on the 2nd leg, no option to on the 1st. 2 bags were free but they charged us \$70. False advertising, next time Delta. Very upsetting

10:37 AM · Nov 22, 2020 · Twitter for Android



**americanair** @AmericanAir · Nov 22, 2020

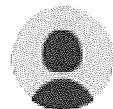
...

Replying to @Tina24394869

We'd like to have a closer look at your daughter's reservation and the additional charge. Please DM the record locator.



2



**Tina** @Tina24394869 · Nov 30, 2020

...

@AmericanAir - thank you for resolving the issue with my daughters bag fees. You went above and beyond to make it right for our family. Very pleased with @AmericanAir.



1



Show replies



**Melody Kingston** @MelodyKingston · Nov 22, 2020

...

Replying to @Tina24394869 and @AmericanAir

did they actually help u with this issue? because i had an issue and they told me to DM and they just wasted my time telling me they're not gonna refund me. #AmericanAirlines @AmericanAir



1



**Tina** @Tina24394869 · Nov 23, 2020

...

It appears they are going to help me. Not final yet.



PLAINTIFFS002012

# EXHIBIT 39



**Metta World Tweets™**  
@ohioshitty

\*\*\*

Glad I paid for a first class upgrade on .@AmericanAir only for them to delay the flight so long I would miss my connection. Then to be rerouted with no first class available so I was charged for bags. Fly United instead

2:56 PM · Jan 27, 2021 · Twitter for iPhone

1 Like



**americanair** @AmericanAir · Jan 27

Replying to @ohioshitty

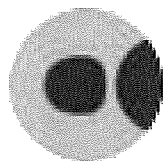
That doesn't sound like the excellent trip we had planned for you. Let us take a closer look by having you DM your booking code and details.

PLAINTIFFS001981

\*\*\*



# **EXHIBIT 40**



**Brent Edward Glosser**  
@BrentGlosser

\*\*\*

@americanair Can anyone at American Airlines explain why I paid for an upgrade to FIRST CLASS and charged a \$30 checked bag fee? I have contacted AA multiple times. So here is my last-ditch resort! Can I get my refund?

5:46 AM · Apr 6, 2021 · Twitter Web App



**americanair** @AmericanAir · Apr 6

Replying to @BrentGlosser

We'd be happy to take a look. Meet us in DMs with your record locator, let's chat.

\*\*\*



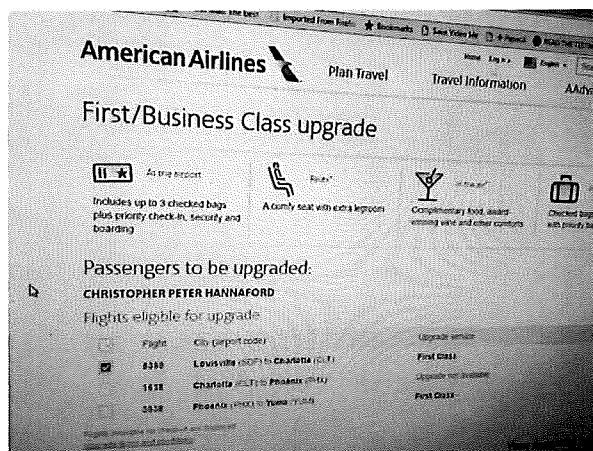
PLAINTIFFS001880

# EXHIBIT 41

**SheilaEnglish**  
@SheilaEnglish67

Follow

@AmericanAir says I get 3 bags with 1st class upgrade. Here is the screen capture. But I was charged \$150. Shame on you!



RETWEET

1

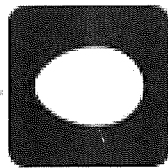
9:50 AM - 21 Dec 2016



Reply to @SheilaEnglish67 @AmericanAir

## Trends

#RealTime #MakeASongWhiny #ValentinesDay Jamel Murray #LARain  
 #TheRapGame #GoMack Kylie Ining Huskies Lion King



**Nicole Jefferson**  
@nicoleyolanda77



Replying to @AmericanAir

, when I purchased my ticket, the box I clicked stated I was allowed 3 free bags. I flew July 27th and it was updated the 26th.

10:50 AM - 28 Aug 2016

PLAINTIFFS001976



**Mariana Cordoba** @MariCordoba · 8 May 2016

1. Buy ticket with 3 bags
2. At airport they charge u AGAIN for bags
3. The bags don't make it to LAX Seriously !?! #fail @AmericanAir

PLAINTIFFS002113



1

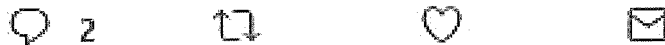


2



**Rob Goeller** @robgo11 · 4 Nov 2016

@AmericanAir Upgraded to 1st class online because it said I would get 3 free checked bags. Check in & charged \$150 for the 3rd bag. Unfair!



**Rob Goeller**

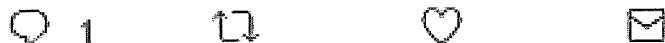
@robgo11

Follow

Replying to @robgo11 @AmericanAir

saw that. When offered the upgrade on my flight it offered me 3 bags but no dice. \$150 gone. Deceptive marketing!

11:51 AM - 4 Nov 2016



Tweet your reply



**American Airlines** @AmericanAir · 4 Nov 2016

Replying to @robgo11

If you feel you were charged in error, please request a refund review here: [bit.ly/REFUNDACS](https://bit.ly/REFUNDACS)



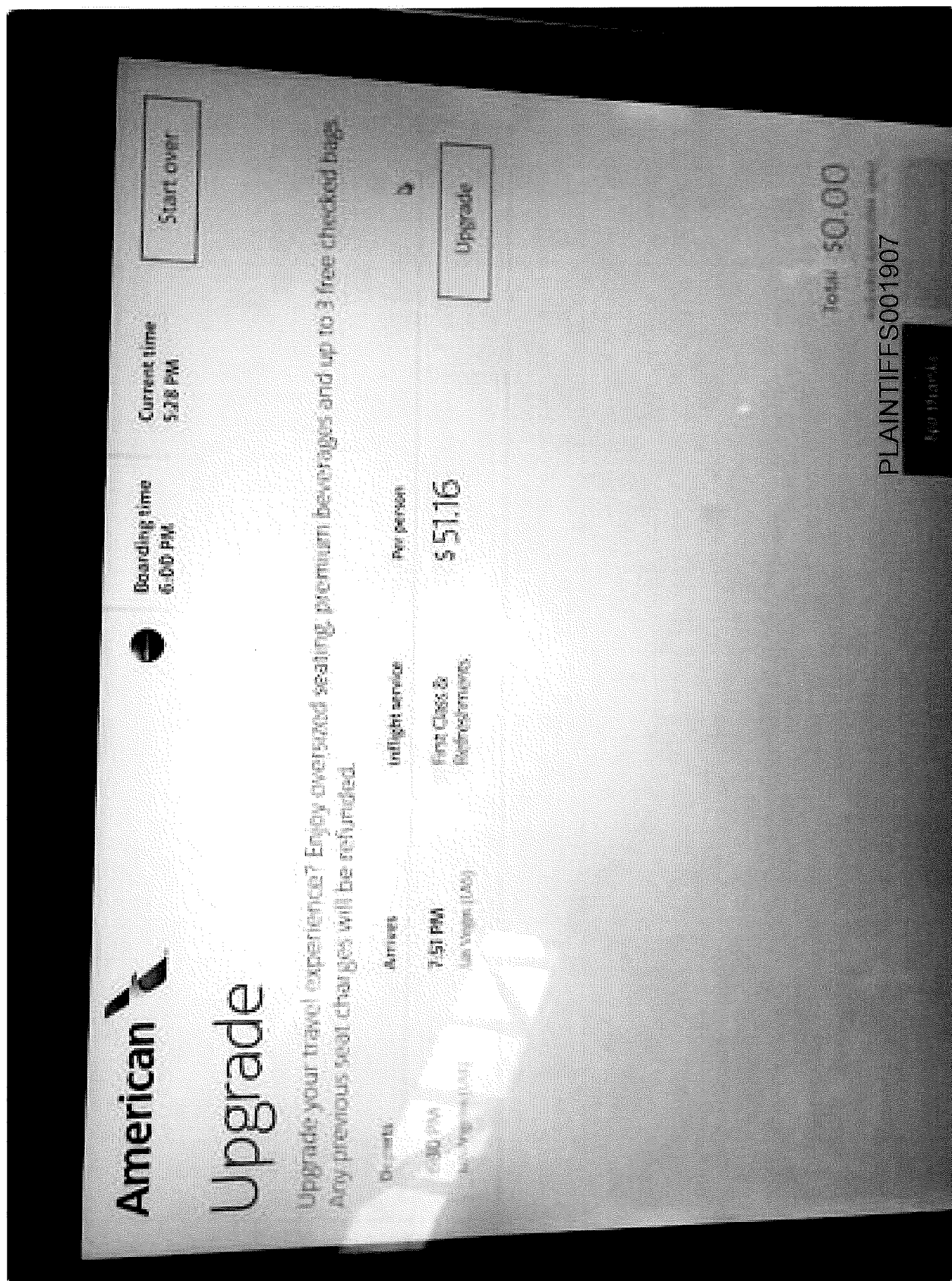
PLAINTIFFS001991





Feijiang Zhang @feijiang\_zhang · May 8

**Upgrade** the seat while it should be 3 free check in **bags** but only could check 2bags finally at the check-in counter. ?? @AmericanAir



# **EXHIBIT 42**

**Casey Schearer**

@CaseySchearer80

Replying to @AmericanAir

You haven't answered my question though. Was I right? Executive Platinum is allowed up to 70lbs correct? She was telling me that I had to take things out of my bags because I wasn't first class. I explained to her that EP members are allowed up to 70lbs

7:46 PM · Nov 25, 2018 · Twitter for Android

1 Retweet 1 Like

**americanair**  @AmericanAir · Nov 25, 2018

Replying to @CaseySchearer80

Yes, as an Executive platinum member the overweight bag charge is waived.



1



1

**Casey Schearer** @CaseySchearer80 · Nov 26, 2018

Then I highly recommend you tell your staff at @flypensacola that.



1

**Fiona Marissa** @FionaMarissa · Nov 25, 2018

Replying to @CaseySchearer80 and @AmericanAir  
Drum roll please .... and the answer is?? Chirp chirp



1

**americanair**  @AmericanAir · Nov 25, 2018

We've got all your information and apologize for any rudeness. We'll make sure your comments are shared with our team.



1



1

PLAINTIFFS001884

# EXHIBIT 43



Eduard Yanyuk

April 21, 2017 · 🌐

...

Heads up to those that fly with bags over 50 pounds to and from SMF Those clowns tried to make me pay for over weight baggage, even though exec plat members can have bags up to 70 pounds. They were arguing with me that I needed first class ticket for this perk. In the end they called headquarters and confirmed I was correct and they were wrong. I got Upgraded to first class for this

👍👍👍 10

7 Comments

Like

Comment



Curtis Anderson ✓

Ugh, I've run into this a number of times; I regularly travel with anywhere between 3-12 70lb pieces (depending on the number of people with me). PHL is notoriously bad about that. And when I run into it, it's widespread issue at that station. Not just an agent or two.

Like · Reply · 3y

1



Eduard Yanyuk

Same thing just happened in BDL flying out on a later time when the priority lane was closed, went to regular lane. AA really needs to coach their employees!

Like · Reply · 3y



Curtis Anderson ✓

Not surprising, I guess. Even if they're trained in something, if they aren't dealing with elites very often, it would be easy to want to charge out of habit.

Like · Reply · 3y

2



Al Sobriquet

I had this issue in Boston, but just once. I've learned to screen shot the policies about bags and drinks in main cabin so I don't have to deal with so much of the back and forth. Annoying.

Like · Reply · 3y



Ben Komenkul

Curious, does this 70 lbs limit apply when Exec Plat/ one world Emerald flies BA as well?

Like · Reply · 3y



Curtis Anderson ✓

Yeah, BA gives Emeralds 70lbs per bag, plus the oneworld perk of an extra free bag.

Like · Reply · 3y

1



Ben Komenkul

Thanks. That's why I thought BA gave me a hard time in Lisbon requiring us to move 6lbs over to another bag last month

Like · Reply · 3y



Write a reply...



Write a comment...

PLAINTIFFS

# **EXHIBIT 44**

Nicholas Lessin  
Direct Dial: +1.617.880.4569  
nicholas.lessin@lw.com

200 Clarendon Street  
Boston, Massachusetts 02116  
Tel: +1.617.948.6000 Fax: +1.617.948.6001  
www.lw.com

## LATHAM & WATKINS LLP

May 28, 2021

Oren Giskan  
Giskan Solotaroff & Anderson  
90 Broad St 10th Floor  
New York, New York 10004

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Madrid	Washington, D.C.
Milan	

Re: Cleary et al. v. American Airlines, Inc., No. 4:21-cv-001840-O: 30(b)(6)  
Deposition Topics

Dear Oren,

Thank you for discussing the 30(b)(6) topics during our May 25, 2021 meet and confer (“M&C”) and for your letter (“Letter”) regarding the 30(b)(6) topics, dated May 20, 2021. As we detailed during the M&C, below are American’s current positions regarding each topic. As before, we have memorialized below the subjects about which American is prepared to offer testimony and provided comments regarding the expected scope of testimony with respect to these topics. American reserves all rights it may have to object to Plaintiffs’ 30(b)(6) deposition request, including but not limited to the scope and form of all topics identified by Plaintiffs in its April 12, 2021 Notice of Deposition of Defendant Pursuant to Fed. R. Civ. P. 30(b)(6).

**Topic 1:** The means by which AA identified the settlement class members in the action captioned *Bazerman v. American Airlines*, 17-CV-11297-WGY (D. Mass.) including but not limited to the computer systems utilized by AA to identify settlement class members, the data used to identify the settlement class members and the amount due to each settlement class member, and the AA employees charged with identifying the settlement class members.

**American’s Position:** In response to this topic, American is prepared to offer testimony only regarding information related to the groups of customers that the *Bazerman* class included, the characteristics of the customers American used to populate the class notice list, and the systems that store such information. American will not offer testimony regarding the specific search query used in *Bazerman* or offer testimony regarding why the “*Bazerman* identification procedure was underinclusive” in order “to determine the contours of that underinclusiveness,” as proposed in your Letter.

As we discussed in our most recent meet and confer call, American already put forth its best efforts to ascertain the individuals who received the “glitch” email and send them notice as part of the *Bazerman* settlement. The *Bazerman* settlement was the result of lengthy and well-informed negotiations that were incorporated into the terms of the *Bazerman* settlement agreement,

May 28, 2021  
Page 2

**LATHAM & WATKINS LLP**

including the process by which American would identify class members. The Court approved that process as part of the Fairness Hearing and Final Order Approving Class Action Settlement. Order ¶¶ 2,6, *Bazerman v. American Airlines, Inc.*, No. 1: 17-cv-11297-WGY (D. Mass April 8, 2019), ECF No. 104 (“[D]ue, adequate, and the best practicable notice has been disseminated and all Settlement Class Members...”; “The Court finds that the dissemination of the Class Notice...constituted the best practicable notice to members of the Settlement Class under the circumstances of the Action”). As a result, American will not offer testimony regarding any potential under-inclusiveness of the class notice list in the *Bazerman* settlement.

**Topic 2:** The identification of putative class members and checked bag fees paid by putative class members. This topic includes the types of information related to putative class members that AA possesses or has access to, such as names, addresses, contact information, frequent flyer status, history of travelling on AA’s flights, checked bag fees paid, and any other information necessary to determine the contract(s) and other writings that apply to the class members’ travel. This topic also includes the locations of such information and the methods available for searching within such information.

**American’s Position:** In my letter dated May 18, 2021, with respect to Topic 2, American offered testimony “as it relates to the potential groups of customers alleged in Plaintiffs’ Complaint who may have been incorrectly charged baggage fees, including the systems relevant to the checked bag fee process and the type of passenger information those systems maintain” but did “not intend to offer testimony prior to any potential class certification rulings regarding the specific ‘identification of putative class members and checked bag fees paid by putative class members.’”

In response, your Letter stated “Plaintiffs require testimony on the number of people in the proposed class to establish numerosity. Plaintiffs do not seek the identities of the putative class members at this time. If AA is willing to stipulate to numerosity, Plaintiffs would be amenable to limiting this topic in the matter proposed by AA.”

Accordingly, in exchange for limiting Topic 2 as American detailed in its May 18 Letter and as outlined above, American will not oppose class certification on the grounds of numerosity for the class of individuals each class representative purports to represent. American reserves its rights to oppose all other requirements of Federal Rule of Civil Procedure 23, including ascertainability.

**Topic 3:** Why each Plaintiff was charged a baggage fee for the flights identified in the Complaint.

No Dispute

**Topic 4:** AA’s written offers to and contracts with passengers regarding checked bag fees. This topic includes the effective dates and each version of AA’s Conditions of Carriage, Checked Bag Policy, International General Rules, Website (for example “Your Trip Summary” and “On-Click Cabin Description” screens), check-in kiosks, E-Tickets, E-Ticket Confirmation Emails, and documents referenced in any of the foregoing, to the extent relating to checked bag fees.

**American’s Position:** American intends to respond to Plaintiffs’ interrogatories, served on May 21, 2021, as soon as it can to narrow this topic, as proposed in Amy Robinson’s email dated May

May 28, 2021  
Page 3

**LATHAM & WATKINS<sup>LLP</sup>**

21, 2021. After American responds, the Parties should meet and confer to discuss whether any testimony is needed on this Topic in light of the information provided in the interrogatory responses.

**Topic 5:** E-tickets and E-ticket confirmation emails issued to AA's passengers that reference AA's Bag Allowance rules. This topic includes AA's policies, AA's practices, data structures, and systems utilized by AA that relate to the creation, storage, and transmission of E-Tickets and E-Ticket Confirmation Emails that reference AA's Bag Allowance rules. This topic also includes any changes, updates, and audits relating to checked bag fees and E-Ticket and/or E-Ticket Confirmation Emails. This topic also includes any third party that send and/or stores copies of E-ticket confirmation emails on AA's behalf.

**American's Position:** American intends to only offer testimony regarding the following: (i) process by which American issues e-ticket information to customers, including the American information technology systems and data that support the generation of e-tickets for customers; (ii) how e-ticket confirmation emails are generated, the systems involved in such generation, and how bag allowance information is sent to ticketed passengers; and (iii) the "glitch" e-ticket confirmation email, as you describe it, that William and Katherine Cleary purportedly received. With respect to information you seek related to the potential under-inclusiveness of the *Bazerman* notice list with respect to individuals who may have received the "glitch" email but did not receive notice in the *Bazerman* settlement in response to this Topic, as specified in your Letter, American refers to its position above regarding Topic 1.

**Topic 6:** Software, systems, applications, and databases (collectively, "Systems") utilized by AA to determine whether a passenger is charged a fee for checked bags. This topic includes the Systems' implementation, control, maintenance, operations, and interactions or coordination with other Systems. This topic also includes AA's policies and practices related to charging fees for checked bags, including training or other guidance materials for check-in agents and specifications for check-in kiosks. This topic also includes changes, adjustments, audits, and/or updates to any such software, systems, and/or databases.

**American's Position:** American intends to offer testimony regarding the primary Systems that determine whether a passenger is charged a fee for checked bags, including the implementation, control, maintenance, operations, and interactions or coordination with other Systems. American intends to offer testimony regarding the system changes, to the extent they occurred, that materially impacted the baggage fee process but testimony regarding *any and all* such changes, adjustments, audits, and/or updates to the Systems, unless they materially impacted baggage fees, would be overbroad and American is not prepared to offer testimony regarding those items, to the extent they occurred. American is also prepared to offer testimony regarding AA's policies and practices related to charging fees for checked bags, including training or other guidance materials for check-in agents and specifications for check-in kiosks.

**Topic 7:** Frequent flyer status of passengers on AA's flights. This topic includes AA's policies and practices relating to gathering, tracking, and storing of frequent flyer statuses with AA. This topic also includes AA's policies and practices relating to receiving, storing, recording, and/or accessing passengers' frequent flyer statuses with other airlines.

May 28, 2021  
Page 4

LATHAM & WATKINS<sup>LLP</sup>

No Dispute

**Topic 8:** Partner credit cards. This topic includes AA's various credit cards that offer a free first bag on some or all flights, the advertising AA uses to promote those cards (including aboard flights, on internet and in other media), any changes to such advertising over time, any footnotes or similar provisions associated with those cards, and the tracking of which cardholder responded to which advertising (according to AA's ordinary business records).

**American's Position:** American anticipates producing certain responsive information related to credit card marketing materials as soon as possible. The parties should meet and confer after American produces such information to further discuss this topic.

**Topic 9:** Passenger complaints regarding checked bag fees based on contract commitments, promises, or other statements about bag fee charges or waivers. This topic includes AA's policies and practices related to such passenger complaints. This topic also includes the categories or types of such passenger complaints and the frequency of those categories or types of such passenger complaints. This topic also includes requests for refunds of checked bag fees based on contract commitments, promises, or other statements about bag fee charges or waivers.

**American's Position:** As proposed in your Letter, American anticipates producing relevant passenger complaints no later than May 28, 2021 in order to substantially narrow this topic. After that production, the parties should meet and confer. American intends to offer testimony regarding how complaints regarding baggage fees are maintained and responded to.

We look forward to discussing the contents of this letter at your convenience.

Thanks,



Nicholas S. Lessin

# EXHIBIT 45

GISKAN SOLOTAROFF & ANDERSON LLP

Firm Biography

Giskan Solotaroff & Anderson LLP is a firm with significant experience in complex litigation involving consumer fraud, antitrust, employment discrimination and wage and hour litigation in state and federal courts, on behalf of plaintiffs and often involving class actions.

OREN GISKAN is admitted to practice in the states of New York (1993) and Illinois (1990). He received his law degree from the University of Pennsylvania in 1990 and his Bachelor of Arts from the University of Chicago in 1986.

Mr. Giskan has served as lead class counsel in *In re: LG Front Load Washing Machine Class Action Litig.*, 2:08-cv-00051 (MCA) (LDW) (D.N.J.) (nationwide settlement for washing machine defect claims); *Bond v. Cricket Communications, LLC*, Civil Action No. 1:15-cv-923-GLR (D. Md.) (certified Jul. 9, 2018) (settlement for more than one million consumers alleging that cellular phones were defective); *In re Check Loan Litigation*, N.D. Cal. 09-md-02032 (\$100 million settlement of claims related to increase of minimum monthly credit card payments); *Cohen v. JP Morgan Chase & Co. and JP Morgan Chase Bank*, E.D.N.Y. 04-cv-4098 (settlement of deceptive claims related to charging of mortgage fee resulting in a recovery of 100% of damages for class members); *Sebrow v. Allstate Insurance Company*, E.D. N.Y., CV-07-3929 (settlement of deceptive practice claims regarding non-renewal of homeowners insurance policies), *Education Station v. Yellow Book USA*, Superior Court of New Jersey (\$70 million settlement of false advertising claims); *Krobath v. South Nassau Communities Hospital*, Index No. 602113/2015, Supreme Court of the State of New York (Nassau County).

From 1990-92, Mr. Giskan was an associate with Jenner & Block in Chicago, Illinois where he focused on securities and general commercial litigation.

JASON L. SOLOTAROFF is admitted to practice in the State of New York. He is a 1990 graduate of Columbia Law School where he was an Editor of the Columbia Law Review and a Harlan Fiske Stone Scholar. He graduated from the Johns Hopkins University with General Honors.

Mr. Solotaroff clerked for the Hon. Eugene H. Nickerson, United States District Court for the Eastern District of New York. Following the clerkship, Mr. Solotaroff was a Staff Attorney at the Legal Aid Society, Criminal Defense Division from 1991 to 1993. In 1993, he joined the Society's Federal Defender Division. As a federal defender, Mr. Solotaroff represented clients in a wide variety of matters including complex white-collar cases. Of the nine clients he represented in criminal trials, six were acquitted and one received a partial acquittal.

Mr. Solotaroff entered private practice in 1997. Since 1997, he has devoted a substantial part of his practice to the representation of plaintiffs in class action matters. Among the cases in which he has had substantial responsibility are consumer class actions against Juno Online Inc., Lincoln Security Life Insurance of New York, Verizon Communications, American Express and antitrust class actions against Abbott Laboratories, Bristol-Myers Squibb and Astrazeneca Inc. He also represents individuals in employment discrimination and criminal defense matters.

CATHERINE E. ANDERSON is admitted to practice in the States of New York and New Jersey. She received her law degree from New York University School of Law in 1995, where she was editor of the Journal of International Law and Politics. She graduated *magna cum laude* from Colgate University in 1992, where she was elected Phi Beta Kappa. Ms. Anderson has specialized in consumer class actions and employment law.

Ms. Anderson has served as class counsel in the following notable class and collective actions which have resulted in significant settlements: *Merino v. Wells Fargo & Co.*, 2:16-cv-07840 (ES)(MAH)(D.N.J. 2020) (co-lead counsel in \$35 million wage and hour settlement on behalf of personal bankers); *Cohen v. JP Morgan Chase & Co. and JP Morgan Chase Bank*, 04-cv-4098 (ILG)(E.D.N.Y.)(lead counsel in \$20 million nationwide settlement on behalf of homeowners); *Santos v. Carrington, et al.*, 2:16-cv-03679 (WHW)(D.N.J.) (co-lead counsel in \$8 million nationwide settlement on behalf of residential mortgage loan borrowers for force placed insurance claims); *Kent v. Hewlett-Packard Co.*, C-09-05341 (JF)(N.D. CA)(co-lead counsel in nationwide settlement valued at over \$2 million on behalf of consumers for defective product claims); *Patel, et al. v. Baluchis, et al* 08-cv-9985 (RJS)(S.D.N.Y.) (lead counsel in \$880,000 wage and hour settlement on behalf of restaurant workers); *Sebrow, et al. v. Allstate Insurance Co., et al.* 07 CV 3929 (FB)(RLM) (E.D.N.Y.) (co-lead counsel in settlement providing 100% relief to over 54,000 homeowners for claims for non-renewal of insurance); *Russo v. WholeArts Foundation, Inc., et al*, Index No. 603037/03 (KM) (New York Supreme Court) (lead counsel in nationwide settlement providing 100% payment of outstanding bills on behalf of members of defunct health plan). Ms. Anderson recently was appointed class counsel in *Gray v. CIT Bank, N.A.*, 1:18-cv-01520 (RMB) (AMD) (D.N.J.), in which a settlement fund valued at over \$8.5 million has been established for the class of reverse mortgage holders, subject to final approval.

Prior to joining Giskan Solotaroff & Anderson LLP, Ms. Anderson was associated with the firm of Wolf Popper LLP, and had substantial responsibilities in the following class cases where her prior firm was lead or co-lead counsel and which resulted in a substantial recovery for the class: *Garcia v. General Motors Corp.*, Docket No. L-4394-95, Superior Court of New Jersey, Bergen County (\$19.5 million settlement for defective brake claims); *Whipple v. Happy Kids, Inc.*, Index No. 99-603371, IAS Part 10, Supreme Court of the State of New York, New York County (obtaining a settlement providing, among other things, an increase of \$0.50 per share on behalf of the Happy Kids public shareholders in a revised buyout transaction); *In re Segue Software, Inc., Sec. Litig.*, C.A. 99-10891-RGS, United States District Court, District of Massachusetts (obtaining a cash settlement of \$1.25 million on behalf of a class of all persons who purchased the common stock of Segue Software, Inc. during the period July 14, 1998 through April 9, 1999); *Jonas v. Aspec Technology, Inc.*,

Lead Case No. CV775037, Superior Court of the State of California (\$13 million cash settlement plus a stock component of 1.75 million shares); *In re Ugly Duckling Corp. Shareholders Derivative and Class Action*, Consolidated C.A. No. 18843, Delaware Court of Chancery, New Castle County (obtaining an increase from \$2.51 per share to \$3.53 per share cash in going private transaction on behalf of a class comprised of the Company's minority shareholders, resulting in an aggregate cash benefit of more than \$4.7 million).

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E-Mail: mark@markalexanderlaw.com

### SUMMARY OF EXPERIENCE

For over thirty-four years, I have worked as a corporate litigator trying cases before judges and juries in both state and federal courts across the United States. In an effort to save my clients money, I also have resolved numerous cases through settlement or utilizing alternative dispute resolution methods, such as mediation.

Counseling clients on business transactions and risk management issues is a large part of my practice. I have managed law firms with substantial annual budgets while setting and reaching production and quality goals. Additionally, I have authored academic articles, spoken at a number of conferences and served as an Adjunct Professor of Law.

### EDUCATION

Thomas M. Cooley Law School, Lansing Campus, 300 S. Capitol Avenue, Lansing, MI 48933  
(517) 371-5140, <http://www.cooley.edu/>  
Juris Doctor, 1985 (*Academic Dean's List*)

Wayne State University, 42 W. Warren Avenue, Detroit, MI 48202  
(313) 577-2424, <https://wayne.edu>  
Bachelor of Science, 1979

### ACADEMIA

Adjunct Professor, Business Law, Henry Ford Community College, Dearborn, MI September 1990 through June 1992.

Mentor to law students, University of North Texas/Dallas College of Law.

Speaker at educational meetings. (See below).

### EMPLOYMENT

**Mark A. Alexander, P.C.**, Addison, Texas  
Managing Attorney  
2004 - Present  
Law practice focused on complex corporate litigation, with large part being securities/oil and gas fraud.

**Simpson, Woolley & McConachie, LLP**, Dallas, Texas  
Co-Managing Partner  
1998 - 2004

Law practice focused on commercial litigation. Responsible for the firm's finances, personnel, policies and procedures.

**Chaffee-Alexander, P.C.**, Grosse Pointe, Michigan

Managing Partner

1994 - 1998

Law practice focused on commercial litigation and transactional matters.

**Valente, Alexander & Wilson, P.A.**, Grosse Pointe, Michigan

Principal Attorney

1988 - 1993

Law practice concentrated on corporate transactions and general civil litigation.

**Green, Downey, Patterson & Schultz, P.C.**, Houston, Texas

Associate Attorney

1985 - 1988

Law practice concentrated in commercial litigation.

## ARTICLES

"Everything is Bigger in Texas"... Including Oil & Gas Thieves!

Oil & Gas Scams are Alive and "Well"

Don't Buy What You Don't Know.

Me Worry? Nah... I Have a Corporation.

Independent Contractor v. Employee.

An Introduction to the Offering of Securities.

What can one ask a Prospective Employee?

So you own 51% - You Still Can't do Whatever You Want.

Trade Secrets – Texas' New Law.

Minority Shareholder's Rights – Texas' New Law.

Dissolution and Termination of Partnerships.

Fiduciary Duties.

Invested with a "Madoff"...Now What?

Is There an Easier Way to Get Paid?

Social Media – Don’t Tweet Yourself into a Lawsuit.

Exposing and Winning Investment Fraud Case Without a Trial.

Another Securities Fraud Pays the Price.

### EDUCATIONAL SPEAKING ENGAGEMENTS

"Current Trends in Securities Fraud"

"Business Organizations"

"Hiring & Firing Employees"

"Employment Law Update"

### SIGNIFICANT CASES

- ***Kenneth W. Hemphill, et al v. John A. Apple, et al***, in the District Court, 192<sup>nd</sup> Judicial District, Dallas County, Texas, Cause No. 06-08046. Successfully represented a Defendant and president of a large oil and gas corporation in a \$32,000,000.00 oil & gas securities fraud jury trial. All four other Defense attorneys requested, and I accepted, that I be the lead Defense attorney at trial.
- ***Douglas A. Smith, et al v. Clifford D. Stahl***, in the United States Bankruptcy Court, Northern Division of Texas, Dallas Division, Adv. Pro. No. 11-03055bjh. Successfully defended the president of a large oil and gas company. Sixteen Plaintiffs prosecuted a four-count complaint alleging that my client squandered at least \$18,642,000.00 of the plaintiffs' investments. Plaintiffs' counsel requested that the Court take an adverse inference against my client since he invoked his 5<sup>th</sup> Amendment right. I successfully argued this adverse interest, and the Court ruled in favor of my client on all four counts.
- ***Liberty Mutual Insurance Company, et al, v. Nations Personnel of Texas, Inc., et al***, in the United States District Court for the Northern District of Texas, Dallas Division, Civil Action No. 3-02CV1341-K. Successfully defended two foreign entities in a \$17,000,000.00 suit involving claims of breach of contract under a collateral insurance agreement, specific performance, and applicability of joint and several liability of insureds under the Texas Workers' Compensation Statutes.
- ***United States of America v. Commercial Technology, Inc., et al***, in the United States District Court for the Northern District of Texas, Dallas Division, Civil Action No. 3:99-CV2668. Successfully defended a publicly held manufacturing company, its subsidiaries, and its chairman in a \$4,500,000.00 jury trial involving claims of violations of the Federal and State Uniform Fraudulent Transfer Acts. The Court granted my motion for a directed verdict on several counts against the publicly held company and its chairman. This case was published.

- ***Radio Computing Services, Inc. v. Micropower Corporation, et al.***, in the United States District Court for the Western District of Texas, San Antonio Division, Civil Action No. SA07CA0743. Successfully defended a company and one of its principal employees against claims of a breach of a restrictive covenant asserted by a subsidiary of Clear Channel Communications, Inc.
- ***Lori Ann Cervera v. First State Bank of Mesquite***, in the United States Bankruptcy Court, Northern Division of Texas, Dallas Division, Adv. Pro. No. 05-3103-bjh. Successfully represented a homeowner's claims and defended the financial institution's counter-claims involving the Texas Constitution and the Texas Property Code regarding liens. The Court ruled in favor of my client on all her claims, and against the Defendants on all their counterclaims.
- ***Steve McMaster, et al, v. Rock Wall Oil Company, et al.***, in the 160<sup>th</sup> Judicial District Court, Dallas County, Texas, Cause No. DC-07-00232-H. Successfully represented 10 Plaintiffs in a complex, securities (oil & gas) fraud litigation involving over \$1,250,000.00. The case was won on a motion for summary judgment.
- ***Emily B. Pickett v. TXI Operations, LP, TXI Operating Trust, Dustin Reynolds and Texas Workforce Commission***, in the 40<sup>th</sup> Judicial District Court, Ellis County, Texas, Cause No. 74033. Successfully represented TXI Operations, L.P.'s, TXI Operating Trust's Plea to the Jurisdiction.
- ***Eric S. Bennos, M.D. v. Frank Sabatelli, M.C., Individually and d/b/a Alliance Specialty Imaging and Interventional Radiology, LLP***, in the 162<sup>nd</sup> Judicial District Court, Dallas County, Texas, Cause No. 01-4429. Successfully defended a doctor and his company on all claims in a \$700,000.00 suit involving allegations of breach of fiduciary duties, partnership agreement, and a demand for an accounting.
- ***Wright, et al. v. Donald Nimmons***, in the United States District Court for the Southern District of Texas, Houston Division, Civil Action No. H-83-6906. Plaintiff sued for equitable relief and statutory damages arising under the Employee Retirement Income Security Act of 1974. This case was published.
- ***Ernest Burger v. George Matick Chevrolet, et al.*** in the Circuit Court, Wayne County, Michigan. Successfully represented the Plaintiff against Defendant, George Matick Chevrolet, one of Michigan's largest car dealerships in an age discrimination case. The jury awarded the plaintiff a substantial verdict. This case was published.
- ***Steve McMaster et. al., v. U.S. Group Exploration, Inc., et al.***; in the 68<sup>th</sup> Judicial District Court, Dallas County, Texas, Cause No. DC-11-13633. Represented twelve Plaintiffs against four Defendants in a violation of the Texas Uniform Fraudulent Transfer Act.
- ***Kim Adamson, et al. v. Signal Oil & Gas Company, et al.***; in the 95<sup>th</sup> Judicial District Court, Tarrant County, Texas, Cause No. 096-248-298-10. Successfully represented 124 Plaintiffs in a massive, nation-wide securities (oil & gas) fraud case. Obtained a judgment for my clients in the amount of \$12,363,278.25.

- ***Sedona Oil & Gas Corporation and Kenneth Crumbly v. Paul Lowder***; in the 68<sup>th</sup> Judicial District Court, Dallas County, Texas, Cause No. DC-12548. Successfully represented a major energy company and its president in a litigation regarding trade secrets. The Court awarded a judgment for Plaintiffs with actual damages of \$350,000.00 and exemplary damages of \$75,000.00.
- ***Steve McMaster, et al. v. Christopher Mulder, et al.***; in the 68<sup>th</sup> Judicial District Court, Dallas County, Texas, Cause No. 11-13633. Sued four Defendants for violation of the Texas Uniform Fraudulent Transfer Act.
- ***Zemer Energy, LLC, et al v. Billy Don Johnson, et al.***; in the 160<sup>th</sup> Judicial District Court, Dallas County, Texas, Cause No. DC-12-14242-H. Successfully represented Plaintiffs in a securities oil and gas fraud case. The jury awarded my clients nearly \$1,000,000.00, including \$75,000.00 in exemplary damages. This was a unanimous verdict.
- ***Sunthenoil, LLC v. Robert Dunlap***; in the 215<sup>th</sup> Judicial District Court, Harris County, Texas, Cause No. 2016-23973. Obtained a summary judgment of over \$700,00.00 in an investment fraud scheme.
- ***Velasco Oil, LLC v. Domestic Energy Development, LLC, et al.***; in the 189<sup>th</sup> Judicial District Court, Harris County, Texas, Cause No. 2015-41634. Secured a judgment of nearly \$500,000.00 against three Defendants in an oil and gas scam.
- ***Allan Anderson, et al. v. Brian Keith Hardwick, et al.***; in the 429<sup>th</sup> Judicial District Court, Collin County, Texas, Cause No. 429-04164-2016. Obtained a \$3,252,399.68 judgment in oil and gas fraud case.

#### PUBLISHED CASES

1. ***United States of America v. Commercial Technology, Inc., et al.***, 354 F. 3d. 378 United States District Court for the Northern District of Texas, Dallas Division, Civil Action No. 3:99-CV2668.
2. ***Wright, et al. v. Donald Nimmons***, 641 F. Supp. 1391 (1986) in the United States District Court for the Southern District of Texas, Houston Division, Civil Action No. H-83-6906.
3. ***Ernest Burger v. George Matick Chevrolet, et al.***, in the Circuit Court, Wayne County, Michigan. 22 MI Mediation Rptr. 14 (1989).